

EXHIBIT 4



Tarrant County District Clerk Online

Thomas A. Wilder, District Clerk

Civil - Case and Transaction Information

9/1/16 12:13 PM

Cause Number: 352-286608-16

Date Filed: 07-21-2016

JEAN PIERRE

| VS |

ZURICH AMERICAN INSURANCE
COMPANY, ET AL

Cause of Action: OTHER CIVIL, OTHER

Case Status: PENDING

File Mark	Description		Assessed Fee	Credit/Paid Fee
07-21-2016	PLTF'S ORIG PET [W/CIVIL CASE INFO SHEET] & JURY DEMAND	N	284.00	
07-21-2016	COURT COST (PAID) trans #1	Y		284.00
07-21-2016	COPIES - SENT TO DP	N	182.00	
07-21-2016	COURT COST (PAID) trans #3	Y		182.00
07-21-2016	CIT-ISSUED ON ZURICH AMERICAN INSURANCE COMPANY-On 07/22/2016	N	8.00	
07-21-2016	CIT-ISSUED ON BERNARD NGUYEN DANG-On 07/22/2016	N	8.00	
07-21-2016	COURT COST (PAID) trans #6	Y		8.00
07-21-2016	COURT COST (PAID) trans #5	Y		8.00
07-21-2016	JURY FEE	N	40.00	
07-21-2016	COURT COST (PAID) trans #9	Y		40.00
07-21-2016	E-FILE TRANSACTION FEE	N	2.00	
07-21-2016	COURT COST (PAID) trans #11	Y		2.00
08-05-2016	RET SERV ZURICH AMERICAN INS	I		0.00
08-05-2016	E-FILE TRANSACTION FEE	N	2.00	
08-05-2016	COURT COST (PAID) trans #14	Y		2.00
08-05-2016	CIT Tr# 5 RET EXEC(ZURICH AMERICAN INSURANCE COMPA NY) On 08/05/2016	I		0.00
		I		0.00

08-29-2016	DEFN ORIG ANS & GEN DENIAL ZURICH AMERICAN INS COMPANY & BERNARD NGUYEN DANG		
08-29-2016	E-FILE TRANSACTION FEE	N	2.00
08-29-2016	COURT COST (PAID) trans #18	Y	2.00
08-29-2016	RET SERV BERNARD NGUYEN DANG	I	0.00
08-29-2016	E-FILE TRANSACTION FEE	N	2.00
08-29-2016	COURT COST (PAID) trans #21	Y	2.00
08-29-2016	CIT Tr# 6 RET UNEXEC(BERNARD NGUYEN DANG) On 08/29 /2016	I	0.00

District Clerk's Office

Tom Vandergriff Civil Courts Building

100 N. Calhoun St., 2nd Floor, Fort Worth, Texas 76196, [Contact Us](#)Please send questions and comments regarding the District Clerk web site to [District Clerk Webmaster](#)

Cause No. 352-286608-16

JEAN PIERRE d/b/a CAMPO VERDE SQUARE § IN THE DISTRICT COURT OF
§
§
V. § TARRANT COUNTY, TEXAS
§
ZURICH AMERICAN INSURANCE §
COMPANY, AND BERNARD NGUYEN §
DANG § ____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

TO THE HONORABLE JUDGE & JURY OF TARRANT COUNTY CITIZENS:

Plaintiff JEAN PIERRE D/B/A CAMPO VERDE SQUARE (collectively "Pierre" or "Plaintiff") files this Original Petition against Defendants ZURICH AMERICAN INSURANCE COMPANY ("Zurich"), and BERNARD NGUYEN DANG ("Dang") (together "Defendants") and would respectfully show the following:

Discovery Control Plan

1.1 Jean Pierre d/b/a Campo Verde Square intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

Parties

2.1 Jean Pierre d/b/a Campo Verde Square is a natural person residing and working in the State of Texas.

2.2 Upon information and belief, Zurich is a foreign fire and casualty company engaged in the business of insurance in Texas, operating for the purpose of accumulating monetary profit. Zurich regularly conducts the business of

insurance in a systematic and continuous manner in the State of Texas and may be served with process by serving certified mail, return receipt requested, to Corporation Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

2.3 Upon information and belief, Bernard Dang is a natural person residing and working in the State of Texas and may be served with process at 3708 Fall Wheat Drive, Plano, Texas 75075-1550.

Venue & Jurisdiction

3.1 Venue is proper in Tarrant County under Tex. Civ. Prac. & Rem. Code section 15.002(a)(1), as all or a substantial part of the events or omissions giving rise to this claim occurred in Tarrant County. In particular, the insurance policy at issue and of which Pierre is a beneficiary was to be performed in Tarrant County, Texas and the losses under the policy (including payments to be made to Pierre under the policy) were required to be made in Tarrant County, Texas. Additionally, the property at issue is located in Tarrant County, Texas. Further, the investigation of the underlying claim, including communications to and from Defendants and Pierre (including telephone calls, mailings, and other communications to Pierre) occurred in Tarrant County, Texas.

3.2 Pierre seeks damages within the jurisdictional limits of this Court. Pierre trusts the jury to evaluate the evidence, but at this time, Pierre seeks monetary relief in an amount over \$1,000,000. Pierre reserves the right to modify the amount and type of relief sought in the future.

Factual Background

4.1 On or before March 17, 2016, Zurich sold a commercial property insurance policy bearing Policy No. CPO 5761195 (the “Policy”) to Pierre whereby Zurich would provide insurance coverage for the commercial property located at 2900 Pioneer Parkway, 2110 and 2114 Roosevelt, Arlington, Texas 76010 (the “Property”) in exchange for the timely payment of premiums. The Policy was sold by Zurich to Pierre as the insured under the policy and purports to provide coverage for damages to the Property caused by hail.

4.2 On or about March 17, 2016, there was a hailstorm in Arlington and at the Property. As a result, the Property sustained significant damage including damage to the roof, HVAC, exterior, and interior. Upon discovering the damages, Pierre filed an insurance claim under the Policy with Zurich for damage to the Property caused by the hail, asking that the damages be covered pursuant to the Policy.

4.3 Pierre timely submitted a claim for the damages under the Policy sold by Zurich. Zurich is the insurer on the Property. Zurich assigned adjusters, consultants, and agents to Pierre’s file that were inadequate and improperly trained to handle this type of claim. Specifically, Zurich, a foreign company, assigned Dang as the individual adjuster with decision-making authority over the claim and responsibility for assessing damages to the Property under the Policy. Unfortunately, however, Dang was unqualified and failed to perform a proper and thorough investigation of the claim.

4.4 Dang refused to conduct an adequate investigation into the damages to Pierre's property. Dang failed to engage appropriate consultants and adjusters to objectively evaluate the damage and performed an outcome-oriented investigation aimed at denying Pierre's claim. On May 16, 2016, Defendants' preferred vendor inspected the Property but did not prepare any estimates or scopes of damage to the Property or failed to provide those to the insured. Dang retained Ranger Technical Services to assess damages to the Property; that consultant was inadequate to evaluate the damages. Because of Dang's actions, Plaintiff was forced to hire its own consultants and representatives to prepare its own estimates, pointing out obvious damages that Dang and his chosen consultants ignored. Dang refused to provide the report or findings to Pierre. Throughout the claims process Dang prolonged and delayed any claim resolution. As a result of Dang's substandard investigation and delays, on June 13, 2016, Pierre's claim was grossly underpaid and Zurich refused to issue further payments under the Policy. *See* Exhibit "A".

4.5 Zurich relied on Dang's substandard investigation in making coverage determinations and in deciding what amounts, if any, to pay on the claim. Zurich and Dang performed an inadequate, incomplete, and unreasonable investigation of Pierre's claim, which is evidenced by the lack of estimates or scope of damages.

4.6 Zurich and Dang wrongfully underpaid Pierre's claim for property repairs under the Policy. Zurich and Dang represented to Pierre that certain damages and losses were not covered under the policies when in fact they were. After delaying

the claims process, Dang declined to continue evaluating the claim and, as a result, Zurich refused to issue further payments under the Policy. Pierre was forced to hire its own consultants, given Defendants' delay and refusal to completely pay for damages under the Policy. Zurich and Dang have chosen to continue to deny and delay timely payment of the covered damages under the Policy. As a result, Pierre has not been fully paid under the policies provided by Zurich since the event.

4.7 As a result of Defendants' acts and/or omissions, Pierre was required to retain an attorney to prosecute its claim for insurance benefits.

4.8 Unfortunately, Zurich and Dang have delayed payment for Pierre's necessary and covered property repairs under its insurance policy. Given the repeated delays of payment, Pierre has been subjected to significant economic impact, worry, distress, and continuing economic and physical damage. In addition, Pierre has suffered financial harm and damage as a result of Defendants' denials and repeated delays. The significant effect of Defendants' wrongful and unjustified delays, however, is still uncompensated.

FIRST CAUSE OF ACTION--Violations of Texas Insurance Code

5.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-4.8 of this Petition as if fully set forth herein.

5.2 Zurich and Dang failed to attempt to effectuate a prompt, fair, and equitable settlement of a claim with respect to which liability has become reasonably clear, in violation of Texas Insurance Code Section 541.060 (a)(2)(A).

5.3 Zurich and Dang failed to adopt and implement reasonable standards for prompt investigation of claims arising under its policies.

5.4 Zurich and Dang failed to provide promptly a reasonable explanation, in relation to the facts or applicable law, for the denial of a claim, in violation of Texas Insurance Code Section 541.060 (a)(3).

5.5 Zurich and Dang refused to pay a claim without conducting a reasonable investigation with respect to the claim, in violation of Texas Insurance Code Section 541.060 (a)(7).

5.6 Zurich and Dang misrepresented the insurance policy under which it affords property coverage to Pierre, by making an untrue statement of material fact, in violation of Texas Insurance Code Section 541.061 (1). Zurich and Dang misrepresented the insurance policy to Pierre, by making an untrue statement of material fact, in violation of Texas Insurance Code Section 541.061 (1).

5.7 Zurich and Dang misrepresented the insurance policy under which it affords property coverage to Pierre by failing to state a material fact that is necessary to make other statements made not misleading, in violation of Texas Insurance Code Section 541.061 (2). Zurich and Dang misrepresented the insurance policy to Pierre by failing to state a material fact that is necessary to make other statements made not misleading, in violation of Texas Insurance Code Section 541.061 (2).

5.8 Zurich and Dang misrepresented the insurance policy under which it affords property coverage to Pierre by making a statement in such manner as to

mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of Texas Insurance Code Section 541.061 (3) and Texas Insurance Code Section 541.002 (1). Zurich and Dang misrepresented the insurance policy to Pierre by making a statement in such manner as to mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of Texas Insurance Code Section 541.061 (3) and Texas Insurance Code Section 541.002 (1).

5.9 Zurich and Dang knowingly committed the foregoing acts, with actual knowledge of the falsity, unfairness, or deception of the foregoing acts and practices, in violation of Texas Insurance Code Section 541.002 (1).

SECOND CAUSE OF ACTION---Prompt Payment of Claim

6.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-5.9 of this Petition as if fully set forth herein.

6.2 Zurich and Dang failed to acknowledge receipt of the claim in violation of Texas Insurance Code Section 542.055 (a)(1).

6.3 Zurich and Dang failed to timely commence investigation of the claim or to request from Pierre any additional items, statements or forms that Zurich and Dang reasonably believe to be required from Pierre in violation of Texas Insurance Code Section 542.055 (a)(2)-(3).

6.4 Zurich and Dang failed to notify Pierre in writing of the acceptance or rejection of the claim not later than the 15th business day after receipt of all items,

statements and forms required in violation of Texas Insurance Code Section 542.056(a).

6.5 Zurich and Dang delayed payment of Pierre' claim in violation of Texas Insurance Code Section 542.058(a).

THIRD CAUSE OF ACTION---Statutory Interest

7.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-6.5 of the Petition as if fully set forth herein.

7.2 Pierre makes a claim for penalties of 18% statutory interest on the amount of the claims along with reasonable attorneys' fees for violation of Texas Insurance Code Subchapter B pursuant to Texas Insurance Code Section 542.060.

FOURTH CAUSE OF ACTION---Breach of Contract

8.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-7.2 of the Petition as if fully set forth herein.

8.2 Zurich breached its contract with Pierre. As a result of Zurich's breach, Pierre suffered legal damages.

FIFTH CAUSE OF ACTION---Breach of duty of good faith & fair dealing

9.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-8.2 of the Petition as if fully set forth herein.

9.2 Zurich, as the property coverage insurer, had a duty to deal fairly and in good faith with Pierre in the processing of the claim. Zurich breached this duty by refusing to properly investigate and effectively denying insurance benefits. Zurich knew or should have known that there was no reasonable basis for denying or

delaying the required benefits. As a result of Zurich's breach of these legal duties, Pierre suffered legal damages.

SIXTH CAUSE OF ACTION---Punitive Damages for Bad Faith

10.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-9.2 of this Petition as if fully set for herein.

10.2 Defendants acted fraudulently and with malice (as that term is legally defined) in denying and delaying Pierre's claim for benefits. Further, Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Pierre.

SEVENTH CAUSE OF ACTION---Violations Of Texas DTPA

11.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-10.2 of this Complaint as if fully set forth herein.

11.2. The Deceptive Trade Practices-Consumer Protection Act (DTPA) provides additional protections to consumers who are victims of deceptive, improper, or illegal practices. Defendants' violations of the Texas Insurance Code create a cause of action under the DTPA. Defendants' violations of the Texas Insurance Code, as set forth herein, specifically violate the DTPA as well.

EIGHTH CAUSE OF ACTION---Fraud

12.1 Pierre re-alleges and incorporates each allegation contained in Paragraphs 1-11.2 of this Complaint as if fully set forth herein.

12.2. Zurich and Dang acted fraudulently as to each representation made to Pierre concerned material facts for the reason they would not have acted and which

Zurich and Dang knew were false or made recklessly without any knowledge of their truth. The representations were made with the intention that they be acted upon by Pierre, who relied on those representations, thereby causing injury and damage to Pierre.

KNOWLEDGE

13.1 Each of the actions described herein were done “knowingly” as that term is used in the Texas Insurance Code and were a producing cause of Pierre’s damages.

RESULTING LEGAL DAMAGES

14.1 Pierre is entitled to the actual damages resulting from the Defendants’ violations of the law. These damages include the consequential damages to its economic welfare from the wrongful denial and delay of benefits; the mental anguish and physical suffering resulting from this wrongful denial of benefits, and continued impact on Pierre; lost credit reputation; and the other actual damages permitted by law. In addition, Pierre is entitled to exemplary damages.

14.2 As a result of Defendants’ acts and/or omissions, Pierre has sustained damages in excess of the minimum jurisdictional limits of this Court.

14.3 Pierre is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

14.4 Defendants’ knowing violations of the Texas Insurance Code and DTPA entitle Pierre to the attorneys’ fees, treble damages, and other penalties provided by law.

14.5 Pierre is entitled to statutory interest on the amount of their claim at the rate of 18% per year as damages under the Texas Insurance Code 542.060(a).

14.6 Pierre is entitled to the recovery of attorneys' fees pursuant to Tex. Civ. Prac. & Rem. Code §38.001, the Texas Insurance Code 542.060(a)-(b), the Tex. Bus & Commerce Code § 17.50 and Tex. Civ. Prac. & Rem. Code §37.009.

Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that Plaintiff has judgment against Defendants for actual damages in excess of the minimum jurisdictional limits of this Court, pre- and post-judgment interest as allowed by law, costs of suit, and all other relief, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

RAIZNER SLANIA LLP



JEFFREY L. RAIZNER

State Bar No. 00784806

ANDREW P. SLANIA

State Bar No. 24056338

AMY B. HARGIS

State Bar No. 24078630

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2402 Dunlavy Street

Houston, Texas 77006

Phone: 713.554.9099

Fax: 713.554.9098

ATTORNEYS FOR PLAINTIFF

JURY DEMAND

Plaintiff hereby demands a trial by jury, a right enshrined in the Constitution of the United States of America and the State of Texas and preserved by the sacrifices of many. The necessary jury fee has been paid.



JEFFREY L. RAIZNER

ZURICH**COMMERCIAL INSURANCE****COMMON POLICY DECLARATIONS**

Policy Number CPO 5761195-02

Renewal of Number CPO 5761195-01

Named Insured and Mailing Address

THE WOODMONT COMPANY, ET AL
 (SEE NAMED INSURED ENDT)
 2100 W 7TH ST
 FORT WORTH TX 76107-2306

Producer and Mailing Address

HUB INTERNATIONAL INSURANCE
 SERVICES
 421 W 3RD ST STE 800
 FORT WORTH TX 76102-3758

Producer Code 36114-000

Policy Period: Coverage begins 06-30-2015 at 12:01 A.M.; Coverage ends 06-30-2016 at 12:01 A.M.

The name insured is ☐ Individual ☐ Partnership ☒ Corporation
☐ Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):

PROPERTY PORTFOLIO PROTECTION	PREMIUM	\$
issued by ZURICH AMERICAN INSURANCE COMPANY		
GENERAL LIABILITY COVERAGE	PREMIUM	\$
issued by AMERICAN ZURICH INSURANCE COMPANY	PREMIUM	\$
BUSINESS AUTOMOBILE		
issued by ZURICH AMERICAN INSURANCE COMPANY		
CA-AUTO SPECIAL PURPOSE SURCHARGE		\$
MN AUTO THEFT SURCHARGE	\$	\$
NJ-PLIGA SURCHARGE	\$	\$
TX VOLUNTEER FIRE DEPT ASSISTANCE FUND		
VA-BIRTH-RELATED NEURO INJURY COMP FUND		

THIS PREMIUM MAY BE SUBJECT TO AUDIT.**TOTAL \$**

This premium does not include Taxes and Surcharges.

Taxes and Surcharges**TOTAL \$**

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS.**

Countersigned this day of

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXHIBIT "A"

Policy Number
CPO 5761195-02

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 06-30-15

12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES

Agent No. 36114-000

COMMON POLICY FORMS AND ENDORSEMENTS

U-GU-1147-A	01-14	FRAUD WARNINGS DISCLOSURE NOTICE
U-GU-630-D CW	01-15	DISCLOSURE OF INFO RELATING TO TRIA
U-GU-767-B CW	01-15	CAP ON LOSS FROM CERTIFIED ACTS OF TERR
U-GU-D-310-A	01-93	COMMON POLICY DECLARATIONS
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-766-B CW	01-15	NOTIFICATION OF CHANGES RELATING TO TRIA
U-GU-319-F	01-09	IMPORTANT NOTICE - IN WITNESS CLAUSE
U-GU-621-A CW	10-02	SCHEDULE OF NAMED INSURED(S)
U-GU-618-A CW	10-02	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 38	11-11	VIRGINIA CHANGES
IL 01 52	01-12	VIRGINIA CHANGES
IL 01 68	03-12	TEXAS CHANGES-DUTIES
IL 02 75	11-13	TEXAS CHANGES-CANC & NONRENL
IL 02 77	03-12	LOUISIANA CHANGES-CANC & NONRENL
IL 00 03	09-08	CALCULATION OF PREMIUM

PROPERTY PORTFOLIO PROTECTION FORMS AND ENDORSEMENTS

PPP-0001	06-06	COMMERCIAL PROP CVG PART DECLARATIONS
PPP-0113	04-09	CRIME COVERAGE FORM
PPP-0208	06-06	FLOOD EXCLUSION -- AMENDED DEFINITION
PPP-0226	06-06	WIND & HAIL -- DD & TE DEDUCTIBLE
PPP-0229TX	06-06	WIND & HAIL EXCLUSION -- DD & TE (TEXAS)
PPP-0302	03-14	DEP PREM BI CVG -- UNSCHEDULED LOCS
PPP-0308	06-06	ENABLING ENDORSEMENT
PPP-0101	03-14	COMMERCIAL PROP CVG PART GEN PROVISIONS
PPP-0102	03-14	COMMERCIAL PROPERTY CONDITIONS
PPP-0103	03-14	COMMERCIAL PROPERTY DEFINITIONS
PPP-0110	03-14	REAL AND PERSONAL PROPERTY COVERAGE FORM
PPP-0111	03-14	ADDITIONAL COVERAGES FORM
PPP-0112	03-14	ACCOUNTS RECEIVABLE CVG (REVENUE LOSS)
PPP-0114	03-14	FINE ARTS COVERAGE FORM
PPP-0115	03-14	INSTALLATION & SERVICE PROPERTY CVG FORM
PPP-0116	03-14	ORIGINAL INFORMATION PROPERTY CVG FORM
PPP-0117	03-14	TRANSIT COVERAGE FORM
PPP-0130	03-14	BUS INC COVG FORM (EXCL EXTRA EXPENSE)
PPP-0132	03-14	EXTRA EXPENSE COVERAGE FORM
PPP-0217	03-14	NAMED STORM -- DD & TE DEDUCTIBLE
PPP-0304	03-14	EARTH MOVEMENT COVERAGE
PPP-0310	03-14	FLOOD COVERAGE
PPP-0321	03-14	OFF-PREM SERVICE INTERRUPTION--TE
PPP-0502	03-14	LOSS PAYABLE PROVISIONS
PPP-1421	03-11	TEXAS CHANGES
CP 02 02	11-13	TX CHANGES-CANCELLATION & NONRENEWAL
PPP-9901	03-14	PROP PORTFOLIO PROTEC ADVISORY NOTICE

GENERAL LIABILITY FORMS AND ENDORSEMENTS

U-GL-1446-A CW	05-10	NOTIFICATION TO OTHERS OF CANCELLATION
U-GL-1504-B CW	04-13	GL SUPPLEMENT COV ENDT-REAL EST-ENHANCE
U-GL-1507-A CW	09-11	BROAD FORM NEW AQUA END-REAL EST-ENHANCE

U-GU-619-A CW (10/02)

EXHIBIT "A"

Policy Number

CPO 5761195-02

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 06-30-15

12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES

Agent No. 36114-000

U-GL-1517-B CW	04-13	RECORD OR DISTRB OF MATRL OR INFO EXCL
U-GL-851-B CW	06-04	EMPLOYEE BENEFITS LIAB (OCCURRENCE) COV
U-GL-923-B CW	06-04	SILICA OR SILICA MIXED DUST EXCLUSION
U-GL-D-851-B CW	09-04	EMPLOYEE BENEFITS LIAB (OCCURRENCE) COV
U-GL-D-1115-B CW	09-04	COMMERCIAL GL COVERAGE PART DECLARATIONS
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
UGL1171ACW	07-03	FUNGI OR BACTERIA EXCLUSION
U-GL-1175-F CW	04-13	ADDL INSD-AUTO-OWNERS LESSEES CONTRACTR
U-GL-1342-A CW	10-07	LEAD LIABILITY EXCLUSION
U-GL-1178ACW	07-03	ASBESTOS EXCLUSION ENDORSEMENT
U-GL-872-B CW	04-09	PREMIUM & REPORTS AGREEMENT-COMP RATED
CG 01 03	06-06	TX CHANGES-CONDITIONS REQUIRING NOTICE
CG 01 13	12-04	TX CHANGES-EXPERIENCE RATING MOD
CG 01 79	07-10	VIRGINIA CHANGES
U-GL-274-C MU	05-06	STOP GAP EMPLOYERS LIABILITY COVERAGE
U-GL-274-C 1 CW	12-04	STOP GAP EMPLOYERS LIABILITY
U-GL-852-A CW	07-96	EMPL BENEFITS LIAB (OCCURRENCE) DED ENDT
CG 20 18	04-13	ADDL INSD-MORTGAGEE ASSIGNEE OR RECEIVER
CG 21 06	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 53	01-96	EXCL-DESIGNATED ONGOING OPERATIONS
CG 22 70	04-13	REAL ESTATE PROPERTY MANAGED
CG 25 04	05-09	DESIGNATED LOCATIONS GENERAL AGGREGATE

AUTOMOBILE FORMS AND ENDORSEMENTS

CA 23 84	10-13	EXCLUSION OF TERRORISM
U-CA-531-B	02-08	NOTICE REGARDING TERRORISM PREMIUM
U-CA-D-600-C	04-14	BUSINESS AUTO DECLARATIONS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 01 38	10-13	MINNESOTA CHANGES
CA 01 66	10-13	MISSOURI CHANGES - POLLUTION EXCLUSION
CA 01 70	10-13	MARYLAND CHANGES
CA 01 96	10-13	TEXAS CHANGES
CA 02 18	10-13	MINNESOTA CHANGES - CANCELLATION
CA 21 13	10-13	MARYLAND UNINSURED MOTORISTS COVERAGE
CA 21 33	10-13	OH UM AND UIM - BI
CA 21 04	10-13	MISSOURI UNINSURED MOTORISTS COVERAGE
CA 21 24	10-13	MN UM AND UIM COVERAGE
CA 21 54	10-13	CA UM COVERAGE - BODILY INJURY
CA 31 04	10-13	MO - UNDERINSURED MOTORISTS COVERAGE
CA 02 43	11-13	TX CHANGES - CANCELLATION AND NONRENEWAL
CA 22 25	01-15	MN PERSONAL INJURY PROTECTION
CA 22 19	10-13	MD PERSONAL INJURY PROTECTION ENDT
CA 04 24	10-13	CA - AUTO MEDICAL PAYMENTS COVERAGE
CA 31 17	10-13	OH UM COVERAGE- PROPERTY DAMAGE
CA 99 95	10-13	TEXAS SUPPLEMENTARY DEATH BENEFIT
U-CA-424-E CW	04-11	COVERAGE EXTENSION ENDORSEMENT
U-CA-424-F CW	04-14	COVERAGE EXTENSION ENDORSEMENT
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 23	10-13	RENTAL REIMBURSEMENT COVERAGE
U-CA-339-C TX	11-13	TEXAS AUTOMOBILE BURGLARY AND THEFT PREV

Policy Number
CPO 5761195-02

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 011

ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 11-06-15

12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES

Agent No. 36114-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

<input type="checkbox"/>	Commercial Property		
<input checked="" type="checkbox"/>	Commercial General Liability	\$	176.00
<input type="checkbox"/>	Commercial Crime		
<input type="checkbox"/>	Commercial Inland Marine		
<input checked="" type="checkbox"/>	Property Portfolio Protection	\$	4,012.00
<input type="checkbox"/>			

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties	<input type="checkbox"/> Coverage Forms and Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Location Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Exposure/Insurance

is (are) changed to read **{See Additional Page(s)}**

SEE NEXT PAGE

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional \$	4,188.00	Return
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Tax and Surcharge Changes

Additional \$	1.84	Return
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Countersigned By:

AUTHORIZED AGENT

Policy Number
CPO 5761195-02

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 011

ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 11-06-15
 12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES

Agent No. 36114-000

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE FOLLOWING ADDITIONAL INTEREST (ADDL NAMED INSURED) HAS BEEN ADDED TO THE POLICY:

JEAN PIERRE DBA CAMPO VERDE SQUARE

PER THE ATTACHED COMMERCIAL PROPERTY CHANGE ENDORSEMENT EFFECTIVE 11/06/2015:

PREMISES #126 IS ADDED:
 2900 PIONEER PKWY AND 2110-2114 ROOSEVELT
 DALWORTHINGTON GARDENS TX 76010

THE FOLLOWING CLASS CODE HAS BEEN ADDED FOR LOCATION 126, BUILDING 1, IN THE STATE OF TEXAS:
 46607 - PARKING-PUBLIC-SHOPPING CENTERS-MAINTAI.

THE FOLLOWING CLASS CODE HAS BEEN ADDED FOR LOCATION 126, BUILDING 1, IN THE STATE OF TEXAS:
 67635 - SHOPPING CENTERS-BUILDINGS, OR PREMISES

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Policy Number

CPO 5761195-02

Endorsement No. 011

SCHEDULE OF TAXES, SURCHARGES OR FEES CHANGES

ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 11-06-15

12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES Agent No. 36114-000

TAXES/SURCHARGES DETAILED BREAKDOWN :

NJ-PLIGA SURCHARGE

\$

TX VOLUNTEER FIRE DEPT ASSISTANCE FUND

\$

1.84

TOTAL TAXES/SURCHARGES

1.84

Policy Number
CPO 5761195-02

Endorsement No. 011

SCHEDULE OF LOCATION CHANGES
ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 11-06-15
 12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES Agent No. 36114-000

Loc. No.	Bldg No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
***	***	THE FOLLOWING PREMISES ARE ADDED:	
126	001	2900 PIONEER PKWY, 2110-2114 ROOSEVELT, DALWORTHINGTON GARDENS, TX 76010	



Commercial Property Change Endorsement

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
THE WOODMONT COMPANY

POLICY PERIOD:
From: 6/30/2015 To: 6/30/2016
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

EFFECTIVE DATE OF CHANGE: 11/6/2015

SUMMARY OF PREMISES (REVISED)

PREMISES # 126

PREMISES ADDRESS
2900 PIONEER PKWY
DALWORTHINGTON GARDENS, TX 76010

COVERAGE

LIMIT OF INSURANCE

REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 3,088,000
EXPEDITING EXPENSE	\$ 25,000
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$ 250,000
FINE ARTS	\$ 25,000
ORIGINAL INFORMATION PROPERTY	\$ 250,000

DEDUCTIBLE

AMOUNT

PROPERTY DEDUCTIBLE	\$ 5,000
EARTH MOVEMENT	\$ 50,000
WIND AND HAIL--DIRECT DAMAGE AND TIME ELEMENT	\$ 75,000

SPECIAL CONDITIONS

PPP-0229, WIND AND HAIL EXCLUSION- -DIRECT DAMAGE AND TIME ELEMENT,
DOES NOT APPLY.

Policy Number
CPO 5761195-02

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 012

ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 11-06-15

12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES

Agent No. 36114-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

<input type="checkbox"/>	Commercial Property		
<input type="checkbox"/>	Commercial General Liability		
<input type="checkbox"/>	Commercial Crime		
<input type="checkbox"/>	Commercial Inland Marine		
<input checked="" type="checkbox"/>	Property Portfolio Protection	\$	-180.00
<input type="checkbox"/>			

The following item(s):

<input type="checkbox"/>	Insured's Name	<input type="checkbox"/>	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	<input type="checkbox"/>	Company
<input type="checkbox"/>	Effective/Expiration Date	<input type="checkbox"/>	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	<input type="checkbox"/>	Premium Determination
<input type="checkbox"/>	Additional Interested Parties	<input type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Covered Property/Location Description	<input type="checkbox"/>	Classification/Class Codes
<input type="checkbox"/>	Rates	<input type="checkbox"/>	Underlying Exposure/Insurance

is (are) changed to read **{See Additional Page(s)}**

IN CONSIDERATION OF RETURN PREMIUM THE PROPERTY DEDUCTIBLE IS HEREBY AMENDED TO \$10,000 IN LIEU OF \$5,000 IN REFERENCE TO LOCATION 126 AT 2900 PIONEER PKWY DALWORTHINGTON GARDENS, TX 76010

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional	Return \$	-180.00
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Tax and Surcharge Changes

Additional	Return \$	- .08
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Countersigned By:

 AUTHORIZED AGENT

Policy Number
CPO 5761195-02

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 012

ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 11-06-15
12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES

Agent No. 36114-000

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Policy Number
CPO 5761195-02

Endorsement No. 012

SCHEDULE OF TAXES, SURCHARGES OR FEES CHANGES
ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Effective Date: 11-06-15
 12:01 A.M., Standard Time

Agent Name HUB INTERNATIONAL INSURANCE SERVICES

Agent No. 36114-000

TAXES/SURCHARGES DETAILED BREAKDOWN :

NJ-PLIGA SURCHARGE	\$	
TX VOLUNTEER FIRE DEPT ASSISTANCE FUND	\$	-.08

TOTAL TAXES/SURCHARGES		-.08



Commercial Property Change Endorsement

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
THE WOODMONT COMPANY

POLICY PERIOD:
From: 6/30/2015 To: 6/30/2016
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

EFFECTIVE DATE OF CHANGE: 11/6/2015

SUMMARY OF PREMISES (REVISED)

PREMISES # 126

PREMISES ADDRESS
2900 PIONEER PKWY
DALWORTHINGTON GARDENS, TX 76010

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 3,088,000
FLOOD	\$ 3,088,000
EXPEDITING EXPENSE	\$ 25,000
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$ 250,000
FINE ARTS	\$ 25,000
ORIGINAL INFORMATION PROPERTY	\$ 250,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 50,000
WIND AND HAIL--DIRECT DAMAGE AND TIME ELEMENT	\$ 75,000

SPECIAL CONDITIONS

PPP-0229, WIND AND HAIL EXCLUSION- -DIRECT DAMAGE AND TIME ELEMENT,
DOES NOT APPLY.



NOTIFICATION OF IMPORTANT CHANGES RELATING TO TERRORISM RISK INSURANCE ACT

To Our Valued Customers:

The Terrorism Risk Insurance Program Reauthorization Act of 2007 ("TRIPRA 2007") had been scheduled to expire on December 31, 2014. Congress enacted a six year extension of TRIA entitled, Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA 2015"), which will expire on December 31, 2020. For purposes of simplicity we will simply reference the act as TRIA. There are several important changes to TRIA included within the extension of which you should be aware:

A. Change in Definition of "Act of Terrorism"

Prior to the enactment of the extension legislation, TRIA had required that an "act of terrorism" meant any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State. However, this has been changed in that certification by the Secretary of the Treasury shall be in consultation with the Secretary of Homeland Security and the United States Attorney General.

B. Reduction in the Federal Share of Terrorism Losses by Increasing the Insurer Co-Pay from 15% to 20% Over Five Years

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January 1, 2015 – December 31, 2015 federal share: 85%

January 1, 2016 – December 31, 2016 federal share: 84%

January 1, 2017 – December 31, 2017 federal share: 83%

January 1, 2018 – December 31, 2018 federal share: 82%

January 1, 2019 – December 31, 2019 federal share: 81%

January 1, 2020 – December 31, 2020 federal share: 80%

C. The Current Program Trigger for Aggregate Industry Insured Losses Will Increase from \$100 Million to \$200 Million Over Five Years

The extension of TRIA increases the Program trigger from \$100 million to \$200 million over a five year period. This means that the Program trigger will increase by \$20 million with respect to any such insured losses occurring in calendar year 2016 and continue to increase by \$20 million until calendar year 2020. At the end of this five year period the Program trigger will be \$200 million.

D. Increases in the Recoupment of the Federal Share of Insured Losses

The extension of TRIA increases the amount used to calculate marketplace aggregate retention from \$27.5 billion to \$37.5 billion in \$2 billion increments beginning in the calendar year 2015 and reaching \$37.5 billion in calendar year 2019. Beginning in calendar year 2020 the TRIA extension revises the mandatory recoupment amount to be the amount equal to the annual average of the sum of insurer deductibles for all insurers participating in the Program for the prior three calendar years, with such amount to be determined annually by the Secretary of the Treasury. Under the TRIA extension, the recoupment of mandatory recoupment amounts has increased from 133% to 140%.



Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
 - 3.** We will send written notice by registered or certified mail or deliver written notice to the first Named Insured's last mailing address known to us.
 - 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
 - b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
 - 2.** We will send written notice by registered or certified mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART

A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(3) And rewritten by us or a member of our company group; or

(4) After the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

1. An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

IL 02 75 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

(2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

- (a) Fraud in obtaining coverage;
- (b) Failure to pay premiums when due;
- (c) An increase in hazard within the control of the insured which would produce an increase in rate;
- (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
- (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.

(2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:

- (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
- (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

(c) If the Named Insured submits a fraudulent claim; or

(d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

Nonrenewal

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

- a. The first Named Insured; and
- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
STANDARD PROPERTY POLICY

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies:

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

- (6) The insured's violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.2.b.** to the first Named Insured at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **A.2.b.(2)** through (7) above.

B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments:

2. Notice Of Cancellation

- a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**
- b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.
- c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. With respect to the Coverage Parts and Policies to which this endorsement applies, except the Equipment Breakdown Coverage Part, Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a., C.5.b., C.5.c., C.5.d., C.5.e.** and **C.5.f.** The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

c. We will send the refund to the first Named Insured unless Paragraph **C.5.d.** or **C.5.e.** applies.

d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

e. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.

f. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. With respect to the Equipment Breakdown Coverage Part, Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **D.5.a., D.5.b., D.5.c., D.5.d.** and **D.5.e.** The cancellation will be effective even if we have not made or offered a refund.

a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund will not be less than 75% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

c. We will send the refund to the first Named Insured unless Paragraph **D.5.d.** applies.

d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

E. The **Premiums** Common Policy Condition is replaced by the following:

Premiums

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.
2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** or **D.** of this endorsement.

F. Paragraph **f.** of the **Mortgageholders** Condition in the Commercial Property Coverage Part, Standard Property Policy and the Capital Assets Program (Output Policy) Coverage Part, and Paragraph **4.f.** of the **Mortgageholders** Condition in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

G. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
2. We need not mail or deliver this notice if:
 - a. We or another company within our insurance group have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
THE WOODMONT COMPANY

POLICY PERIOD:
From: 6/30/2015 To: 6/30/2016
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

BLANKET LIMITS OF INSURANCE

REAL PROPERTY BLANKET LIMIT OF INSURANCE \$ 95,343,375

The above Limit of Insurance is the most we will pay for direct physical loss or damage in any one occurrence for all **"real property"** at **"premises"** for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If **"real property"** coverage does not apply at any specific **"premises"**, the Limit of Insurance will show as Not Covered for those **"premises"**. If a more specific Limit of Insurance is shown for **"real property"** at a **"premises"**, that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.

PERSONAL PROPERTY BLANKET LIMIT OF INSURANCE \$ 711,300

The above Limit of Insurance is the most we will pay for direct physical loss or damage in any one occurrence for all **"personal property"** at **"premises"** for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If **"personal property"** coverage does not apply at any specific **"premises"**, the Limit of Insurance will show as Not Covered for those **"premises"**. If a more specific Limit of Insurance is shown for **"personal property"** at a **"premises"**, that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.

BUSINESS INCOME AND EXTRA EXPENSE BLANKET LIMIT OF INSURANCE \$ 13,771,160

The above Limit of Insurance is the most we will pay for in any one occurrence for all loss of **"business income"** and **"extra expense"** at **"premises"** for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If **"business income"** or **"extra expense"** coverage does not apply at any specific **"premises"**, the Limit of Insurance will show as Not Covered for those **"premises"**. If a more specific Limit of Insurance is shown for **"business income"** or **"extra expense"** at a **"premises"**, that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
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POLICY NUMBER: CPO 5761195-02

ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE
CIVIL AUTHORITY	
BUSINESS INCOME	30 DAYS
EXTRA EXPENSE	30 DAYS
CONSEQUENTIAL LOSS--NET LEASEHOLD INTEREST	\$ 25,000 PER PREMISES
CONSEQUENTIAL LOSS--TENANT'S IMPROVEMENTS AND BETTERMENTS	\$ 250,000 PER PREMISES
CONSEQUENTIAL LOSS--UNDAMAGED STOCK	\$ 250,000 PER PREMISES
CONTAMINATION BY A REFRIGERANT	\$ 25,000 PER PREMISES
CONTRACTUAL PENALTIES--BUSINESS INCOME	\$ 25,000 PER OCCURRENCE
DEBRIS REMOVAL--COVERED PROPERTY	COVERED
DEBRIS REMOVAL--SUPPLEMENTAL LIMIT	\$ 250,000 PER OCCURRENCE
DEBRIS REMOVAL--UNCOVERED PROPERTY	\$ 2,500 PER OCCURRENCE
DEFERRED PAYMENTS	\$ 50,000 PER OCCURRENCE



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE
DEPENDENT BUSINESS INCOME-- UNSCHEDULED LOCATIONS	\$ 250,000 PER OCCURRENCE
ELECTRONIC VANDALISM	
DIRECT DAMAGE	\$ 25,000 ANNUAL AGGREGATE
BUSINESS INCOME	\$ 25,000 ANNUAL AGGREGATE
EXPEDITING EXPENSE	\$ 100,000 PER PREMISES
EXPENSE TO REDUCE LOSS--BUSINESS INCOME	COVERED
EXTENDED PERIOD OF INDEMNITY--BUSINESS INCOME	360 DAYS
EXTRA EXPENSE	\$ 25,000 PER PREMISES
FAIRS OR EXHIBITIONS	
PERSONAL PROPERTY	\$ 50,000 PER OCCURRENCE
BUSINESS INCOME	\$ 10,000 PER OCCURRENCE
FIRE DEPARTMENT SERVICE CHARGE	\$ 250,000 PER PREMISES
FIRE PROTECTIVE EQUIPMENT REFILLS	COVERED



Commercial Property Coverage Part Declarations

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ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE	
INFLATION GUARD		
REAL PROPERTY		4 % ANNUAL
PERSONAL PROPERTY		4 % ANNUAL
INGRESS/EGRESS		
BUSINESS INCOME		30 DAYS
EXTRA EXPENSE		30 DAYS
LOCK AND KEY REPLACEMENT	\$	25,000 PER PREMISES
MICROORGANISMS	\$	25,000 ANNUAL AGGREGATE
MICROORGANISMS--BUSINESS INCOME	\$	25,000 ANNUAL AGGREGATE
NEWLY ACQUIRED PREMISES		
REAL PROPERTY	\$	1,000,000 FOR 180 DAYS
PERSONAL PROPERTY	\$	1,000,000 FOR 180 DAYS
BUSINESS INCOME	\$	250,000 FOR 180 DAYS
EXTRA EXPENSE	\$	25,000 FOR 180 DAYS
		THE ABOVE LIMITS APPLY SEPARATELY TO EACH NEWLY ACQUIRED PREMISES.
NEWLY ACQUIRED PROPERTY		
REAL PROPERTY	\$	250,000 PER PREMISES FOR 180 DAYS
PERSONAL PROPERTY	\$	250,000 PER PREMISES FOR 180 DAYS



Commercial Property Coverage Part Declarations

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ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE
OFF-PREMISES SERVICE INTERRUPTION-- DIRECT DAMAGE	\$ 100,000 PER PREMISES
OUTDOOR TREES, SHRUBS, PLANTS, OR LAWNS	\$ 250,000 PER PREMISES \$ 5,000 PER TREE, SHRUB, PLANT, OR LAWN
POLLUTANT CLEAN UP AND REMOVAL-- LAND AND WATER	\$ 25,000 ANNUAL AGGREGATE PER PREMISES
PRESERVATION OF PROPERTY	180 DAYS
PROFESSIONAL FEES	\$ 25,000 PER OCCURRENCE
REPORTED UNSCHEDULED PREMISES	
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME	NOT COVERED
EXTRA EXPENSE	NOT COVERED
REWARD PAYMENTS	\$ 25,000 PER OCCURRENCE
SALESPERSONS SAMPLES	\$ 25,000 PER OCCURRENCE
SPOILAGE--EQUIPMENT BREAKDOWN	\$ 100,000 PER PREMISES



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE	
THEFT DAMAGE TO BUILDINGS	COVERED	
UNREPORTED PREMISES		
REAL PROPERTY	\$	100,000 PER UNREPORTED PREMISES
PERSONAL PROPERTY	\$	100,000 PER UNREPORTED PREMISES
BUSINESS INCOME	\$	10,000 PER UNREPORTED PREMISES
EXTRA EXPENSE	\$	10,000 PER UNREPORTED PREMISES



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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CRIME COVERAGE -- LIMITS OF INSURANCE

COVERAGE	LIMIT OF INSURANCE		
COMPUTER FRAUD	\$	25,000	PER OCCURRENCE
EMPLOYEE THEFT	\$	25,000	PER OCCURRENCE
FORGERY OR ALTERATION	\$	25,000	PER OCCURRENCE
FUNDS TRANSFER FRAUD	\$	25,000	PER OCCURRENCE
MONEY AND SECURITIES – INSIDE BUILDINGS	\$	25,000	PER OCCURRENCE
MONEY AND SECURITIES – OUTSIDE BUILDINGS	\$	25,000	PER OCCURRENCE

**ZURICH**

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:

THE WOODMONT COMPANY

POLICY PERIOD:

From: 6/30/2015 To: 6/30/2016
 12:01 A.M. STANDARD TIME AT YOUR
 MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

MARINE COVERAGE -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Marine Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE		
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$	1,000,000	PER PREMISES
ACCOUNTS RECEIVABLE (REVENUE LOSS) –			
AWAY FROM PREMISES	\$	250,000	PER OCCURRENCE
FINE ARTS	\$	50,000	PER PREMISES
FINE ARTS – AWAY FROM PREMISES	\$	25,000	PER OCCURRENCE
INSTALLATION AND SERVICE PROPERTY			
STOCK TO BE INSTALLED	\$	25,000	PER OCCURRENCE -
			INSTALLATION PREMISES
	\$	25,000	PER OCCURRENCE -
			TEMPORARY STORAGE LOCATION
	\$	25,000	PER OCCURRENCE - TRANSIT
TOOLS AND EQUIPMENT			
SCHEDULED EQUIPMENT			NOT COVERED
UNSCHEDULED TOOLS & EQUIPMENT	\$	1,000	PER ANY ONE ITEM
	\$	10,000	PER OCCURRENCE
<p>Unscheduled tools and equipment coverage is intended for items valued at or less than the limit per any one item shown above. An item valued at more than this limit must be specifically scheduled or no coverage applies to that item.</p>			
ORIGINAL INFORMATION PROPERTY	\$	500,000	PER PREMISES
ORIGINAL INFORMATION PROPERTY – AWAY			
FROM PREMISES	\$	500,000	PER OCCURRENCE
TRANSIT			
PERSONAL PROPERTY	\$	25,000	PER OCCURRENCE
BUSINESS INCOME	\$	10,000	PER OCCURRENCE



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:

THE WOODMONT COMPANY

POLICY PERIOD:

From: 6/30/2015 To: 6/30/2016
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

DEDUCTIBLES

GENERAL DEDUCTIBLES

PROPERTY DEDUCTIBLE: \$ 10,000 PER OCCURRENCE

The above deductible applies to all loss, damage, cost, or expense covered by this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.

BUSINESS INCOME AND EXTRA EXPENSE WAITING PERIOD: 72 HOURS

The above waiting period applies to all loss or expense covered by Business Income and Extra Expense coverages contained in this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.

OFF-PREMISES SERVICE INTERRUPTION-- 72 HOURS
TIME ELEMENT WAITING PERIOD:

The above waiting period applies to all loss or expense covered by Off-Premises Service Interruption—Time Element coverage contained in this Commercial Property Coverage Part.

CRIME DEDUCTIBLE: \$ 5,000 PER OCCURRENCE

The above deductible applies to all loss or damage covered by Crime coverage contained in this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
THE WOODMONT COMPANY

POLICY PERIOD:
From: 6/30/2015 To: 6/30/2016
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

DEDUCTIBLES

CATASTROPHE PERIL DEDUCTIBLES:

EARTH MOVEMENT DEDUCTIBLES

Loss or damage to Covered Property caused by "**earth movement**" is subject to separate deductible amounts. The deductibles applicable to "**earth movement**" are stated in the Summary of Premises section of this Declarations for that specific "**premises**". If the Earth Movement coverage applies to loss or damage at "**reported unscheduled premises**", the deductible amounts for "**reported unscheduled premises**" are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Earth Movement Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.

FLOOD DEDUCTIBLES

Loss or damage to Covered Property caused by "**flood**" is subject to separate deductible amounts. The deductibles applicable to "**flood**" are stated in the Summary of Premises section of this Declarations for that specific "**premises**". If the Flood coverage applies to loss or damage at "**reported unscheduled premises**", the deductible amounts for "**reported unscheduled premises**" are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Flood Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
THE WOODMONT COMPANY

POLICY PERIOD:
From: 6/30/2015 To: 6/30/2016
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPO 5761195-02

DEDUCTIBLES

WIND AND HAIL DEDUCTIBLES

Loss or damage to Covered Property caused by wind or hail is subject to separate deductible amounts. The deductibles applicable to wind and hail are stated in the Summary of Premises section of this Declarations for that specific "**premises**". If the Wind and Hail Deductibles apply to loss or damage at "**reported unscheduled premises**", the deductible amounts for "**reported unscheduled premises**" are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Wind and Hail Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.

NAMED STORM DEDUCTIBLES

Loss or damage to Covered Property caused by a "**named storm**" is subject to separate deductible amounts. The deductibles applicable to "**named storm**" are stated in the Summary of Premises section of this Declarations for that specific "**premises**". If the Named Storm Deductibles apply to loss or damage at "**reported unscheduled premises**", the deductible amounts for "**reported unscheduled premises**" are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Named Storm Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.

APPLICATION OF MULTIPLE DEDUCTIBLES:

Unless otherwise stated in a Coverage Form or endorsement, if more than one deductible applies, we will apply each deductible separately, but the total of all deductible amounts applied will not exceed the highest applicable deductible for loss or damage to Covered Property and the highest applicable deductible for loss under "**time element coverage**". This provision does not apply to Covered Property and "**time element coverage**" for covered loss or damage due to "**earth movement**", "**flood**", "**named storm**", or to wind or hail when a separate Wind and Hail Deductible is applicable.



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:

THE WOODMONT COMPANY

POLICY PERIOD:

From: 6/30/2015 To: 6/30/2016
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER:

CPO 5761195-02

CATASTROPHE COVERAGE -- LIMITS OF INSURANCE AND DEDUCTIBLES

Catastrophe Coverages shown below apply only at those "**premises**" that show an applicable Limit of Insurance for that Catastrophe Coverage in the Summary of Premises section of this Declarations. If coverage applies at "**reported unscheduled premises**", those Limits of Insurance and Deductibles are shown below.

CATASTROPHE COVERAGE

LIMITS OF INSURANCE AND DEDUCTIBLES

EARTH MOVEMENT (SCHEDULE A)

PREMISES

SEE SUMMARY OF PREMISES SECTION

OCCURRENCE

\$ 10,000,000

ANNUAL AGGREGATE

\$ 10,000,000

DEDUCTIBLE

SEE SUMMARY OF PREMISES SECTION

FLOOD

PREMISES

SEE SUMMARY OF PREMISES SECTION

OCCURRENCE

\$ 5,000,000

ANNUAL AGGREGATE

\$ 5,000,000

DEDUCTIBLE

SEE SUMMARY OF PREMISES SECTION

NAMED STORM--DIRECT DAMAGE AND

TIME ELEMENT DEDUCTIBLE

SEE SUMMARY OF PREMISES SECTION

WIND AND HAIL--DIRECT DAMAGE AND

TIME ELEMENT DEDUCTIBLE

SEE SUMMARY OF PREMISES SECTION



ZURICH

Crime Coverage Form

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Crime Coverage Form

A. COVERAGES

1. Computer Fraud

We will pay for loss of **"money"** and **"securities"** resulting directly from the use of any computer to fraudulently cause a transfer from inside buildings at a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"**.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Computer Fraud.

2. Employee Theft

We will pay for loss of or damage to **"money"**, **"securities"**, and **"personal property"** resulting directly from **"theft"** committed by an **"employee"**, whether identified or not, acting alone or in collusion with other persons.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Employee Theft.

3. Forgery or Alteration

a. We will pay for loss resulting directly from **"forgery"** or alteration of:

1) Checks, drafts, promissory notes, or similar written promises, orders, or directions to pay a sum certain in **"money"** that are:

a) Made or drawn by or drawn upon you; or

b) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

With respect to this coverage, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

2) Written instruments required in connection with any credit, debit, or charge card issued to you or any **"employee"** for business purposes.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Forgery or Alteration.

b. If you are sued for refusing to pay any instrument covered in a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay is in addition to the Limit of Insurance applicable to this coverage.

4. Funds Transfer Fraud

We will pay for loss of **"funds"** resulting directly from a **"fraudulent instruction"** directing a financial institution to transfer, pay, or deliver **"funds"** from your **"transfer account"**.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Funds Transfer Fraud.

5. Money and Securities--Inside Buildings

We will pay for loss of **"money"** and **"securities"** inside buildings at a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"** resulting directly from **"theft"**, disappearance, or destruction.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Money and Securities--Inside Buildings.

6. Money and Securities--Outside Buildings

We will pay for loss of **"money"** and **"securities"** outside buildings at or away from a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"** and in the care and custody of a **"messenger"** or an armored motor vehicle company resulting directly from **"theft"**, disappearance, or destruction.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Money and Securities--Outside Buildings.

B. EXCLUDED CAUSES OF LOSS

1. Coverage Form Excluded Causes of Loss

The following excluded causes of loss apply to all the coverages contained in this Coverage Form:

a. Acts Committed by You, Your Partners, or Your Members

We will not pay for loss caused by or resulting from **"theft"** or any other fraudulent, dishonest, or criminal acts or omissions committed by you, or any of your partners or **"members"**, whether acting alone or in collusion with other persons.

b. Acts of Employees, Managers, Directors, Trustees, or Representatives

We will not pay for loss caused by or resulting from **"theft"** or any other fraudulent, dishonest, or criminal acts or omissions committed by any of your **"employees"**, **"managers"**, directors, trustees, or authorized representatives:

- 1) Whether acting alone or in collusion with other persons; or
- 2) While performing services for you or otherwise;

except when covered under the Employee Theft Coverage.

c. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority.

d. Indirect Loss

We will not pay for loss that is an indirect result of any covered act or **"occurrence"** including, but not limited to, loss resulting from:

- 1) Your inability to realize income that you would have realized had there been no loss of or damage to **"money"**, **"securities"**, or **"personal property"**.
- 2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss or damage covered under this Coverage Form.
- 3) Payment of costs, fees, or other expenses you incur in establishing either the existence or the amount of loss under this Coverage Form.

e. Legal Expenses

We will not pay for expenses incurred by you which are related to any legal action, except with respect to coverage provided under the Forgery or Alteration Coverage.

f. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused.

g. War or Military Action

We will not pay for loss or damage, arising directly or indirectly, out of:

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

2. Additional Excluded Causes of Loss—Computer Fraud Coverage

The following additional excluded causes of loss apply only with respect to Computer Fraud Coverage:

a. Exchange or Purchases

We will not pay for loss resulting from the giving or surrendering of property in any exchange or purchase.

b. Funds Transfer Fraud

We will not pay for loss resulting from a **"fraudulent instruction"** directing a financial institution to transfer, pay, or deliver **"funds"** from your **"transfer account"**.

c. Inventory Shortages

We will not pay for loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- 1) An inventory computation; or
- 2) A profit and loss computation.

d. Voluntary Parting

We will not pay for loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with **"money"** or **"securities"**.

3. Additional Excluded Causes of Loss—Employee Theft Coverage

The following additional excluded causes of loss apply only with respect to Employee Theft Coverage:

a. Employee Cancelled Under Prior Insurance

We will not pay for loss caused by any **"employee"** of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.

b. Inventory Shortages

We will not pay for loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- 1) An inventory computation; or
- 2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

d. Warehouse Receipts

We will not pay for loss resulting from the fraudulent or dishonest signing, issuing, canceling, or failing to cancel, a warehouse receipt or any papers connected with it.

4. Additional Excluded Causes of Loss—Forgery or Alteration Coverage

The following additional excluded cause of loss applies only with respect to Forgery or Alteration Coverage:

Non-Compliance with Credit, Debit, or Charge Card Issuer's Requirements

We will not pay for loss arising from any credit, debit, or charge card if you have not complied fully with the provisions, conditions, or other terms under which the card was issued.

5. Additional Excluded Causes of Loss—Funds Transfer Fraud Coverage

The following additional excluded cause of loss applies only with respect to Funds Transfer Fraud Coverage:

Computer Fraud

We will not pay for loss resulting from the use of any computer to fraudulently cause a transfer of **"money"**, **"securities"**, or **"personal property"**.

6. Additional Excluded Causes of Loss--Money and Securities Coverage

The following additional excluded causes of loss apply only with respect to Money and Securities--Inside Buildings and Money and Securities--Outside Buildings Coverages:

a. Accounting or Arithmetical Errors or Omissions

We will not pay for loss caused by or resulting from accounting or arithmetical errors or omissions.

b. Exchange or Purchases

We will not pay for loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Money Operated Devices

We will not pay for loss of **"money"** and **"securities"** contained in any money-operated device unless the amount of **"money"** deposited in it is recorded by a continuous recording instrument in the device.

d. Transfer or Surrender of Money and Securities

We will not pay for loss of **"money"** and **"securities"** after it has been transferred or surrendered to a person or place outside the building at or away from a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"**:

- 1) On the basis of unauthorized instructions;
- 2) As a result of a threat to do bodily harm to any person; or
- 3) As a result of a threat to do damage to any property.

This exclusion does not apply to loss of **"money"** or **"securities"** while outside the building at or away from a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"**, or in the care and custody of a **"messenger"** if you:

- 1) Had no knowledge of any threat at the time the conveyance began; or
- 2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

e. Voluntary Parting

We will not pay for loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with **"money"** or **"securities"**.

C. DEDUCTIBLE

We will not pay for loss or damage in any one **"occurrence"** until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

With respect to Forgery or Alteration Coverage, the Deductible shown on the Declarations does not apply to legal expenses paid.

D. ADDITIONAL CONDITIONS

1. Additional Conditions—Coverage Form

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS and apply to all the coverages in this Coverage Form:

a. Cancellation as to Any Employee

This insurance is cancelled as to any **"employee"**:

- 1) Immediately upon discovery by you or any of your partners, **"members"**, **"managers"**, officers, directors, or trustees not in collusion with the **"employee"** of **"theft"** or any other dishonest act committed by the **"employee"** whether before or after becoming employed by you.
- 2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Consolidation—Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons become **"employees"** or you acquire the use and control of any **"newly acquired premises"**:

- 1) You must give us written notice and obtain our written consent to extend this insurance to such additional **"employees"** or **"newly acquired premises"**. We may condition our consent upon payment of an additional premium; but
- 2) For the number of days shown on the Declarations for Newly Acquired Premises after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities, or the date this policy expires, any insurance afforded for **"employees"** or **"newly acquired premises"** also applies to these additional **"employees"** or **"newly acquired premises"** for acts committed or events occurring within this period.

c. Discovery

- 1) We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:
 - a) During the policy period shown on the Declarations; or
 - b) During the period of time provided in the Extended Period to Discover Loss Condition below.
- 2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Coverage Form has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Coverage Form.

d. Employee Benefit Plans

- 1) The **"employee benefit plan"** shown on the Declarations (Plan) is included as an Insured under the Employee Theft Coverage.

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EXHIBIT "A"

- 2) If any **"employee benefit plan"** is insured jointly with any other entity under this Coverage Form, you or the Plan Administrator must select a Limit of Insurance for Employee Theft Coverage that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- 3) With respect to losses sustained or discovered by any such Plan, the Employee Theft Coverage is replaced by the following:

We will pay for loss of or damage to **"funds"** and other property resulting directly from fraudulent or dishonest acts committed by an **"employee"**, whether identified or not, acting alone or in collusion with other persons.

If a Blanket Excess Limit of Insurance is shown on the Declarations, that limit applies only to loss caused by or involving an **"employee"** of the **"employee benefit plan"** for which the Blanket Excess Limit of Insurance is shown. That Blanket Excess Limit of Insurance applies to that part of any loss that exceeds, and applies in addition to, the Limit of Insurance shown on the Declarations for Employee Theft.

- 4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- 5) If two or more Plans are insured under this Coverage Form, any payment we make for loss:

- a) Sustained by two or more Plans; or

- b) Of commingled **"funds"** or other property of two or more Plans;

resulting directly from an **"occurrence"**, will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total of those Limits of Insurance of all Plans sustaining loss.

- 6) The Deductible otherwise applicable to Employee Theft Coverage does not apply to loss sustained by any Plan.

- 7) If, at the inception of this policy, you have a Limit of Insurance for your Plans that is equal to or greater than the Limit of Insurance required under ERISA, we agree to automatically increase the Limit of Insurance for the Plan or Plans scheduled on the Declarations, subject to the Non-Cumulation of Limit of Insurance Condition below, so that the Limit of Insurance equals the amount required under ERISA at the time you discover a loss. However, in no event shall the increase under this provision exceed 10% of the total Plan's asset value or the maximum per Plan Limit of Insurance of \$500,000, whichever is less.

e. Extended Period to Discover Loss

- 1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you:

- a) No later than 60 days from the date of that termination or cancellation; and

- b) As respects any **"employee benefit plan"**, no later than 1 year from the date of that termination or cancellation.

- 2) However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this Coverage Form, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

Regardless of the number of years this Coverage Form remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

g. Ownership of Property; Interests Covered

The Covered Property under this Coverage Form is limited to property:

- 1) That you own or lease; or
- 2) That you hold for others.

2. Additional Condition--Computer Fraud Coverage

The following additional condition applies only with respect to Computer Fraud Coverage:

Territory

The Policy Period, Coverage Territory Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Computer Fraud Coverage, coverage applies anywhere in the world.

3. Additional Condition--Employee Theft Coverage

The following additional condition applies only with respect to Employee Theft Coverage:

Territory

The Policy Period, Coverage Territory Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Employee Theft Coverage, coverage applies anywhere in the world while an "employee" is temporarily outside the coverage territory for a period of not more than 90 days.

4. Additional Conditions--Forgery or Alteration Coverage

The following additional conditions apply only with respect to Forgery or Alteration Coverage:

a. Duties in the Event of Loss

The Duties in the Event of Loss or Damage Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Forgery or Alteration Coverage, you must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

b. Electronic and Mechanical Signatures

With respect to Forgery and Alteration Coverage, we will treat signatures that are produced or reproduced electronically, mechanically, or by other means the same as handwritten signatures.

c. Territory

The Policy Period, Coverage Territory Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Forgery or Alteration Coverage, coverage applies anywhere in the world.

E. VALUATION

We will determine the amount of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., 6., 7., and 8. below, the lesser of the following amounts:
 - a. The **"replacement cost"**; or
 - b. The **"amount you actually spend"** to repair, rebuild, or replace the **"real property"** or **"personal property"** at the same or another location.
2. Except as provided in 3., 5., and 6. below, **"personal property"** or other property which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"personal property"** or other property within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
3. **"Merchandise"** and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
5. **"Personal property"** and other property which has been permanently removed from service at **"actual cash value"**.
6. **"Duplicate information property"** at the lesser of:
 - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
 - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.
7. Loss of **"money"** but only up to and including its face value. We may, at our option, pay for loss of **"money"** issued by any country other than the United States of America:
 - a. At face value in the **"money"** issued by that country; or
 - b. In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
8. Loss of **"securities"** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - a. Pay the market value of such **"securities"** or replace them in kind, in which event you must assign to us all your rights, title, and interest in and to those **"securities"**; or
 - b. Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **"securities"**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - 1) Market value of the **"securities"** at the close of business on the day the loss was discovered; or
 - 2) The Limit of Insurance shown on the Declarations.

With respect to this Coverage Form, the following definitions apply in addition to the COMMERCIAL PROPERTY DEFINITIONS:

1. **"Employee"** means:

a. Any natural person:

- 1) While in your service and for the first 30 days after termination of service immediately after termination of service, unless such termination is due to **"theft"** or any other dishonest act

committed by the **"employee"**;

- 2) Who you compensate directly by salary, wages, or commissions; and

- 3) Who you have the right to direct and control while performing services for you;

b. Any natural person who is furnished temporarily to you:

- 1) To substitute for a permanent **"employee"** as defined in a. above, who is on leave; or

- 2) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;

c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary **"employee"** as defined in b. above;

d. Any natural person who is:

- 1) A trustee, officer, employee, administrator, or manager, except an administrator or manager who is an independent contractor, of any **"employee benefit plan"** insured under this Coverage Form; and

- 2) A director or trustee while that person is handling **"funds"** or other property of any **"employee benefit plan"**.

e. Any natural person who is a former **"employee"**, director, partner, **"member"**, **"manager"**, representative, or trustee retained as a consultant while performing services for you; or

f. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the **"premises"**.

"Employee" does not mean:

a. Any agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same general character; or

b. Any **"manager"**, director, or trustee except while performing acts coming within the scope of the usual duties of an **"employee"**.

2. **"Employee benefit plan"** means any welfare or pension benefit plan shown on the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto.

3. **"Forgery"** means the signing of the name of another person or organization with the intent to deceive. It does not mean a signature that consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
4. **"Fraudulent instruction"** means:
- a. An electronic, telegraphic, cable, teletype, telefacsimile, or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction, other than those described in the Forgery or Alteration Coverage, issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic telegraphic, cable, teletype, telefacsimile, telephone, or written instruction initially received by you which purports to have been transmitted by an **"employee"** but which was in fact fraudulently transmitted by someone else without your or the **"employee's"** knowledge or consent.
5. **"Funds"** means **"money"** and **"securities"**.
6. **"Messenger"** means you, or a relative of yours, or any of your partners or **"members"**, or any **"employee"** while having care and custody of property outside the **"premises"**.
7. **"Occurrence"** means:
- a. Under Employee Theft Coverage:
 - 1) An individual act;
 - 2) The combined total of all separate acts whether or not related; or
 - 3) A series of acts whether or not related;committed by an **"employee"** acting alone or in collusion with other persons, during the policy period shown on the Declarations, before such policy period, or both.
 - b. Under Forgery or Alteration Coverage:
 - 1) An individual act;
 - 2) The combined total of all separate acts whether or not related; or
 - 3) A series of acts whether or not related;committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown on the Declarations, before such policy period, or both.
 - c. Under all other coverages in this Coverage Form:
 - 1) An individual act or event;
 - 2) The combined total of all separate acts or events whether or not related; or
 - 3) A series of acts or events whether or not related;committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown on the Declarations, before such policy period, or both.

8. **"Theft"** means the unlawful taking of **"money"**, **"securities"**, or **"personal property"** to the deprivation of the Insured.
9. **"Transfer account"** means an account maintained by you at a financial institution from which you can initiate the transfer, payment, or delivery of **"funds"**:
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile, or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions, other than those described in the Forgery or Alteration Coverage, establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.



Flood Exclusion--Amended Definition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMERCIAL PROPERTY DEFINITIONS

The definition of **"flood"** is replaced by the following:

"Flood" means a general and temporary condition of partial or complete inundation of land areas from:

- a. The overflow, or the expansion beyond normal boundaries, of inland or tidal waters, including natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse;
- b. Waves or tides, including tsunami;
- c. Surface water;
- d. The spray from items a., b., and c. above, whether driven by wind or not;
- e. Water that backs up or overflows from a sewer, drain, or sump;
- f. Mudslide or mudflow; or
- g. Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors, or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows, or other openings.



ZURICH

Wind and Hail--Direct Damage and Time Element Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM

- A. The Wind and Hail--Direct Damage and Time Element Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- B. With respect to any **"premises"** at which a Wind and Hail--Direct Damage and Time Element Deductible is shown on the Declarations, the following is added to the Deductible section:

With respect to all loss or damage caused directly or indirectly by wind or hail, regardless of whether any other cause or event, including a **"mistake"**, **"malfunction"**, or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Wind and Hail--Direct Damage and Time Element Deductible shown on the Declarations for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to the covered loss, damage, cost, or expense at each **"premises"**.

The Wind and Hail Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by wind or hail even if no other deductible applies to the **"time element coverage"**.



ZURICH

Wind and Hail Exclusion-- Direct Damage and Time Element (Texas)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
INSTALLATION AND SERVICE PROPERTY COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM
TRANSIT COVERAGE FORM**

- A.** This endorsement only applies to **"premises"** or **"reported unscheduled premises"** located in the State of Texas and in a catastrophe area designated by the State of Texas Department of Insurance.
- B.** The following is added to the Excluded Causes of Loss or Exclusions section in the following forms:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
INSTALLATION AND SERVICE PROPERTY COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM
TRANSIT COVERAGE FORM**

Wind and Hail

We will not pay for loss or damage caused directly or indirectly by wind or hail. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or another weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if wind or hail results in fire, explosion, or theft, we will pay for that portion of the loss or damage solely caused by that fire, explosion, or theft.

- C. Subparagraph d., Windstorm or hail, of the definition of **"specified causes of loss"** in the COMMERCIAL PROPERTY DEFINITIONS is deleted.

Signature of the Named Insured _____ Dated _____

By _____
(Signature of authorized agent of the Named Insured)



Dependent Premises Business Income Coverage--Unscheduled Locations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM**

A. COVERAGE

The following is added to Section A., Coverage, in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and Section A., Coverages, in the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY:

We will also pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay in any one occurrence is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations.

B. ADDITIONAL COVERAGES

With respect to a **"suspension"** of your **"operations"** caused by direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**, the Civil Authority and Contractual Penalties Additional Coverages in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY are replaced by the following:

Civil Authority

We will pay for the actual loss of **"business income"** you sustain for up to 30 days resulting from the necessary **"suspension"**, or delay in the start, of your **"operations"** if the **"suspension"** or delay is caused by order of civil authority that prohibits access to a **"dependent premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations.

The Limit for this Additional Coverage is included in, and not in addition to, that Limit of Insurance.

Contractual Penalties

We will pay contractual penalties you are legally liable to pay under the provisions of a written contract due to late or non-completion of orders. Those penalties must be the result of direct physical loss of or damage to property at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Contractual Penalties.

C. OPTIONAL COVERAGE

If a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations, the following Optional Coverage is added to Section A., Coverage, in the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**. The most we will pay in any one occurrence is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations. This Limit is included in, and not in addition to, any other applicable Limit of Insurance.

If a Blanket Business Income and Extra Expense Limit of Insurance applies, the Civil Authority Additional Coverage in the EXTRA EXPENSE COVERAGE FORM applies to the actual and necessary **"extra expense"** you incur for up to 30 days after an order of civil authority prohibits access to that **"dependent premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**. The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations. The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limit of Insurance.

D. LOSS DETERMINATION

With respect to a **"suspension"** of **"operations"** caused by direct physical loss of or damage to a **"dependent premises"**, the Resumption of Operations Loss Determination in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY is replaced by the following:

Resumption of Operations

We will reduce the amount of **"business income"** loss payment to the extent you could resume your **"operations"**, in whole or in part, by using:

- a. Sources of materials or services; or
 - b. Outlets for your products or services,
- available to you.

E. DEFINITIONS

With respect to a **"suspension"** of **"operations"** caused by direct physical loss of or damage to property at a **"dependent premises"**, the **"period of restoration"** definition in the COMMERCIAL PROPERTY DEFINITIONS is replaced by the following:

"Period of restoration" means the period of time that:

- a. Begins when the direct physical loss of or damage to property at a **"dependent premises"** occurs; and
- b. Ends on the date when the property at that **"dependent premises"** should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

"**Period of restoration**" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "**pollutants**" or "**microorganisms**".

The expiration of this policy will not cut short the "**period of restoration**".

- F. Coverage provided by this endorsement does not apply at any location at which "**business income**" coverage is provided by any other Coverage Form included in this Commercial Property Coverage Part.



ZURICH

Enabling Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**COMMERCIAL PROPERTY CONDITIONS
REAL AND PERSONAL PROPERTY COVERAGE FORM**

The provisions of any forms or endorsements that make reference to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM or the CAUSES OF LOSS SPECIAL FORM are applicable to the COMMERCIAL PROPERTY CONDITIONS and the REAL AND PERSONAL PROPERTY COVERAGE FORM.



Commercial Property Coverage Part General Provisions

IMPORTANT INFORMATION ABOUT THIS COMMERCIAL PROPERTY COVERAGE PART. PLEASE READ IT CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and what is not covered.

DEFINITIONS AND MEANINGS

Throughout this Commercial Property Coverage Part, the words "you" and "your" refer to the Named Insured shown on the Commercial Property Coverage Part Declarations. The words "we", "us", and "our" refer to the Company providing this insurance coverage.

The word "occurrence" includes all losses or damages that are attributable directly or indirectly to one cause or a series of similar causes. All such losses or damages will be treated as one occurrence. However, if occurrence is specifically defined in a Coverage Form, that definition applies to the insurance provided by that Coverage Form and any endorsements to that Coverage Form.

For purposes of this Commercial Property Coverage Part:

- a. Covered Property is the property that is insured for loss or damage under the applicable Coverage Forms or endorsements.
- b. Covered Income is the income that is insured for loss under the applicable Coverage Forms or endorsements.

Other words and phrases that appear in bold and in quotation marks, or in quotation marks only, have special meaning. You will find these definitions in the Commercial Property Definitions, Coverage Forms, and in endorsements to the Coverage Forms.

Words or phrases that are not defined are intended to have their ordinary or common meaning. Disputes concerning the meaning of words or phrases will be resolved using the most recently published version of Webster's Unabridged Dictionary.

Unless otherwise stated, words that are used in the plural tense include the singular tense (and vice versa).

FORMS

In addition to these General Provisions, the Commercial Property Coverage Part contains the Common Policy Conditions, Commercial Property Conditions, Commercial Property Definitions, and various Coverage Forms and endorsements as shown on the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements. Some forms and endorsements may refer to other Coverage Forms, but you only have coverage under a particular Coverage Form if it is shown on the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements. Similarly, even if the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements shows that you have a Coverage Form, you will not have coverage for each coverage and optional coverage mentioned in that Coverage Form unless they are shown on the Commercial Property Coverage Part Declarations.

DEDUCTIBLES

If a deductible applies, it is described in the applicable Coverage Form or endorsement. The amount of the deductible to be applied is shown on the Summary of Premises, Deductibles, or Catastrophe Coverage - Limits of Insurance and Deductibles sections of the Commercial Property Coverage Part Declarations.

Unless otherwise stated in a Coverage Form or endorsement, if more than one deductible applies, we will apply each deductible separately, but the total of all deductible amounts applied will not exceed the highest applicable deductible for loss or damage to Covered Property and the highest applicable deductible for loss under **"time element coverage"**. However, this provision does not apply to Covered Property and **"time element coverage"** for covered loss or damage due to **"earth movement"**, **"flood"**, or **"named storm"**, or to wind or hail when a separate Wind Deductible or Wind and Hail Deductible is applicable.

Loss or damage to Covered Property caused by **"earth movement"**, **"flood"**, **"named storm"**, water damage, theft and wind or hail may be subject to separate deductible amounts. The Summary of Premises section of the Commercial Property Coverage Part Declarations identify the **"premises"** subject to the separate deductibles and the deductible amounts. If the Earth Movement Deductibles, Flood Deductibles, Named Storm Deductibles, or Wind and Hail Deductibles apply to loss or damage at **"reported unscheduled premises"**, to **"contractor's equipment"** away from **"premises"**, or to **"installation property"** away from **"premises"**, the deductible amounts are stated on the Catastrophe Coverage - Limits of Insurance and Deductibles section of the Commercial Property Coverage Part Declarations.

The Earth Movement Deductibles, Flood Deductibles, Named Storm Deductibles, Wind Deductibles, and Wind and Hail Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



Commercial Property Conditions

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Commercial Property Conditions

This Commercial Property Coverage Part is subject to the following conditions as well as the Common Policy Conditions.

A. ABANDONMENT

There can be no abandonment of any property to us.

B. APPRAISAL

If we and you disagree on the value of the property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, disinterested, and impartial appraiser who has no direct or indirect financial interest in the claim. The two appraisers will select an umpire. If they cannot agree, either may request that selection of an umpire be made by a judge of a court having jurisdiction. The appraisers will state separately the value of each item of lost or damaged property as of the date of loss and amount of loss in accordance with the Valuation provisions of the applicable Coverage Form or, if not stated, the **"actual cash value"** and **"replacement cost"**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim in whole or in part, based on the terms and conditions of the policy.

C. CONCEALMENT, MISREPRESENTATION, OR FRAUD

This policy is void in any case of fraud by you or any other insured as it relates to this Commercial Property Coverage Part at any time before or after a loss. It is also void as to you or any other insured, and we will not pay you or any other insured, if you or any other insured, at any time before or after a loss, intentionally conceal or misrepresent a material fact concerning:

1. The insurance provided by this policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under the policy.

D. CONFORMITY TO STATUTE

Terms of this Commercial Property Coverage Part that are in conflict with the statutes of the state in which this policy is issued are hereby amended to conform to such statutes.

E. CONTROL OF PROPERTY

Breach of any provision contained in the Commercial Property Conditions or Common Policy Conditions by any person, other than you, beyond your direction or control will not affect this insurance.

The breach of any provision contained in the Commercial Property Conditions or Common Policy Conditions at any one or more locations will not affect coverage at any location where, at the time of loss or damage, there was no breach.

1. You must see that the following are done in the event of loss or damage to Covered Property:
 - a. Notify the police if a law may have been broken.
 - b. Give us prompt notice of the loss or damage, including a description of the property involved.
 - c. As soon as possible, give us a description of how, when, and where the loss or damage occurred.
 - d. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a **"covered cause of loss"**. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.
 - f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies from your books and records.
 - g. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - h. Cooperate with us in the investigation or settlement of the claim.
2. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
3. Failure of an agent or one of your employees, other than an officer, partner, manager, **"member"**, director, trustee, proprietor, or risk management employee, to notify us of any loss or damage that they know about will not affect the insurance afforded you by this Commercial Property Coverage Part.

G. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

H. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Commercial Property Coverage Part unless:

1. All of its terms have been fully complied with; and
2. The action is brought within 2 years after the date on which the loss or damage commenced.

I. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Commercial Property Coverage Part, without additional premium and within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Commercial Property Coverage Part.

The following apply unless otherwise provided in a Coverage Form in this Commercial Property Coverage Part:

1. In the event of loss or damage covered by this Commercial Property Coverage Part, at our option, we will either:

- a. Pay the amount of the loss or damage;
- b. Pay the cost of repairing or replacing the lost or damaged property;
- c. Take all or any part of the property at an agreed or appraised value; or
- d. Repair, rebuild, or replace the property with other property of like kind and quality.

We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. If we elect to exercise option 1.c. with respect to any branded or labeled **"merchandise"** or **"finished stock"**, you may:

- a. Stamp salvage on the **"merchandise"** or **"finished stock"**, or its containers, if the stamp will not physically damage the **"merchandise"** or **"finished stock"**; or
- b. Remove the brands or labels, if doing so will not physically damage the **"merchandise"** or **"finished stock"**. You must relabel the **"merchandise"** or **"finished stock"**, or its containers, to comply with the law.

We will assume the cost of stamping or removal and charge it to salvage expense.

3. We will not pay you more than your financial interest in the Covered Property.
4. This Commercial Property Coverage Part provides no rights or benefits to any other person or organization, unless otherwise provided. Any claim for loss that is covered under this Commercial Property Coverage Part must be presented by you. At our option, we may adjust the loss with the owners of lost or damaged property if other than you. If we pay the owners, such payment will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
5. We may elect to defend you against suits arising from claims of owners of Covered Property. We will do this at our expense.
6. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Commercial Property Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
7. The first Named Insured shown on the Declarations will be the payee for any payment of claims that we may make with respect to this Commercial Property Coverage Part, subject to the Mortgageholders Condition below and any endorsements. However, our payment for loss or damage to **"personal property of others"** may be to the account of the owner of the property.

K. MORTGAGEHOLDERS

1. Mortgageholder includes trustee.
2. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.
3. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
4. If we deny your claim because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - a. Pays the premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
 - b. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgageholder.

All of the terms of this Commercial Property Coverage Part will then apply directly to the mortgageholder.

5. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:
 - a. The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

6. If we cancel the policy, we will give written notice to the mortgageholder at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
7. If we elect not to renew the policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

L. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

M. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions, and provisions as the insurance under this Commercial Property Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Commercial Property Coverage Part bears to the sum of all the Limits of Insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only the least of the following amounts:
 - a. Any Limit of Insurance applicable to the Covered Property that has sustained such loss or damage;
 - b. The amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not, without application of any deductible amounts contained elsewhere in this Commercial Property Coverage Part; or
 - c. The amount we would have paid had such other insurance not existed.
3. Paragraphs 1. and 2. above do not apply to other insurance that is purchased as insurance in excess of the Limit of Insurance under this Commercial Property Coverage Part.

N. POLICY PERIOD, COVERAGE TERRITORY

Under this Commercial Property Coverage Part:

1. We cover loss or damage which happens:
 - a. During the policy period shown on the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions); and
 - b. Puerto Rico.
3. When this Commercial Property Coverage Part provides coverage for property in transit:
 - a. The coverage territory is extended to Canada for property in transit as long as the origin or destination is included in 2. above, except when property is being transported by a vessel.
 - b. The coverage territory is extended to everywhere else in the world for property while being transported by an aircraft, as long as either the origin or destination is included in 2. above and neither the origin nor the destination is in any country upon which the United States government has imposed sanctions, embargoes or similar prohibitions.
4. If the property is in transit by a vessel that originated outside the coverage territory included in 2. above, then coverage commences when the property has been fully discharged from the vessel onto a point within the coverage territory.
5. If the property is in transit by a vessel with a destination outside the coverage territory included in 2. above, then coverage ends when the property has been loaded on board the vessel.

1. If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may do one of the following:
 - a. Keep the loss payment and transfer the recovered property to us; or
 - b. Keep the recovered property and return the loss payment to us. If you do this, we will pay for the recovery expenses and the expense to repair the recovered property up to the applicable Limit of Insurance.
2. The amount of loss can be reduced by any salvage recovery through the sale of the damaged Covered Property.
 - a. If, following a loss, a recovery is made from the sale of damaged Covered Property and your claim has not yet been paid, we will be entitled to this salvage recovery until we have recovered our salvaging fees and expenses. The balance of the salvage recovery will be paid to you and the amount of your loss settlement will be reduced by this balance.
 - b. If your claim has already been paid when a salvage recovery is made, we will be entitled to the salvage proceeds until we have recovered the difference between the amount we paid you for your claim and the amount we would have paid you had the salvage recovery been handled in accordance with a. above. Any balance of the salvage recovery will then be promptly refunded to you.

P. **SUSPENDED EQUIPMENT**

We, or any of our representatives, have the right to declare property to be "**suspended equipment**" when the property is found to be in, or exposed to, a dangerous condition, provided we have:

1. Told you of the dangerous condition immediately upon discovering it and informed you of its designation as "**suspended equipment**"; and
2. Mailed or delivered a written notice of such condition and designation, within 24 hours of the discovery, which notice is mailed or delivered to:
 - a. Your last known address; or
 - b. The address where said object is located.

Any designation of "**suspended equipment**" can only be rescinded, in writing, by endorsement to this Commercial Property Coverage Part.

Any designation of "**suspended equipment**" will result in your receiving a pro rata refund of premium you paid for the coverage of that property under this Commercial Property Coverage Part. However, any designation of "**suspended equipment**" will be in effect if we have not yet made or offered the refund.

Q. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Commercial Property Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and cooperate with our efforts to recover our payment and must do nothing after loss to impair our rights. But you may, without restricting your coverage, waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at the time of loss, that party is one of the following:
 - a. Someone insured under this Commercial Property Coverage Part;

- b.** A business firm owned or controlled by you;
- c.** A business firm, or an individual, that owns or controls you; or
- d.** Your tenant.

Any recovery as a result of subrogation proceedings arising out of a covered loss, net of fees (including legal fees) and expenses we incur in such subrogation proceedings, will be shared with you in the following manner:

- 1.** We will add the amount of any deductible you incurred to the amount of any other provable uninsured loss you incurred. This is your interest.
- 2.** We will determine the proportion your interest bears to the entire provable loss (both insured and uninsured). This is your pro rata share.
- 3.** We will reimburse to you your pro rata share of the recovery after deduction, from the total recovery, of recovery expenses paid by us and after deduction of any legal fees paid by us. We will retain the balance. We will not owe you any amount for any legal fees or any expenses incurred by you in furtherance of any recovery unless those fees or expenses are approved by us in writing and in advance of your incurring those fees or expenses.



Commercial Property Definitions

1. **"Accounts receivable records"** means accounting records you use to document the billing and collection of **"money"** due from your customers, regardless of what material it is inscribed, printed, written, or recorded upon.
2. **"Actual cash value"** means **"replacement cost"** reduced by each of the following:
 - a. Physical deterioration;
 - b. Depreciation;
 - c. Obsolescence;
 - d. Depletion;
 - e. Non-conformity to codes, regulations, or statutes; and
 - f. The cost to reconstruct or remodel undamaged portions of **"real property"**.

But in no event will **"actual cash value"** be higher than the **"market value"**.

3. **"Amount you actually spend"** means:
 - a. The total payments you make to an entity you do not own or operate at the time of loss or damage to repair the damaged **"real property"** or **"personal property"**; and
 - b. For goods and services provided by entities you own or operate at the time of loss or damage to repair the damaged **"real property"** or **"personal property"**:
 - 1) Direct payroll cost, excluding fixed payroll, for labor directly chargeable to the repair, rebuilding, or replacement of the damaged property;
 - 2) **"Replacement cost"** for your **"merchandise"** used in the repair, rebuilding, or replacement of the damaged property;
 - 3) Regular cash selling price, less any discounts and expenses you otherwise would have had, for your **"finished stock"** used in the repair, rebuilding, or replacement of the damaged property; and
 - 4) **"Replacement cost"** for your property other than **"merchandise"** or **"finished stock"** used in the repair, rebuilding, or replacement of the damaged property if replaced within 24 months, otherwise your original cost.
4. **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
5. **"Business income"** means:
 - a. **"Net income"**; plus
 - b. **"Continuing expenses"**.
6. **"Cessation of work"** means any period of time when your business activities have ceased.

"Cessation of work" does not mean:

- a. Any period of time during which your business activities would not normally have been conducted, such as weekends or holidays;
 - b. Seasonal activity planned in advance;
 - c. Schedule delays due to weather; or
 - d. Labor actions beyond your control.
7. **"Cloud facility"** means a data center(s) owned and operated by others whom you depend on to provide **"information technology services"**.
8. **"Computer systems"** means:
- a. Computer hardware, software, and electronic data;
 - b. Input and output devices;
 - c. Data storage devices;
 - d. Networking equipment and components;
 - e. Firmware; and
 - f. Electronic backup facilities, including systems accessible through the internet, intranets, or virtual private networks.
9. **"Contaminant"** means any substance that creates an impurity when it mixes with or comes into contact with another substance.
10. **"Continuing expenses"** means:
- a. Your continuing normal operating expenses including, but not limited to:
 - 1) Payroll;
 - 2) Rental payments as tenants; and
 - 3) Factory overhead; and
 - b. Charges, which are the legal obligations of your tenants and have not been satisfied, and which are now your obligation.
- "Continuing expenses"** does not mean:
- a. **"Extra expense"**;
 - b. Expediting expense;
 - c. **"Research and development continuing expenses"**;
 - d. Any charges or expenses that do not necessarily continue during the **"period of restoration"** or **"extended period of indemnity"**; or
 - e. Bad debts.
11. **"Contractor's employees' property"** means tools and clothing owned by your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

- a. Equipment, tools, machinery, and other mechanical and electrical devices of a mobile nature used for contracting, installation, erection, repair, or moving operations or projects;
- b. Self-propelled vehicles designed and used primarily to carry mounted equipment;
- c. Vehicles designed for highway use that are unlicensed and not operated on public roads; and
- d. Watercraft, marine floats, or barges less than 26 feet long,
owned by you or owned by others in your care, custody, or control.

"Contractor's equipment" does not mean:

- a. Contraband or property in the course of illegal transportation or trade;
- b. Aircraft;
- c. Railroad cars;
- d. Temporary or permanent forms, shoring, scaffolding, or falsework;
- e. **"Contractor's employees' property"**; or
- f. Recreational watercraft.

13. **"Contributing locations"** means locations owned and operated by others who:

- a. You depend on to deliver materials or services directly to you, or to others under your contract of sale; or
- b. Pay you royalties, licensing fees, or commissions under written agreements.

"Contributing locations" does not mean:

- a. Locations owned and operated by others who you depend upon to provide only power, communications, or other utility services to you; or
- b. **"Manufacturing locations"**.

14. **"Covered cause of loss"** means a fortuitous cause or event, not otherwise excluded, which actually occurs during this policy period.

"Covered cause of loss" does not mean:

- a. A fortuitous cause or event, whether or not excluded, which actually occurred prior to this policy period, regardless of the date on which it first becomes manifest or is first discovered; or
- b. Damage.

15. **"Defective materials"** means materials which are broken, inadequate, improper, faulty, flawed, improperly specified, contaminated, unfit for the purpose intended, or which contain a latent defect.

16. **"Denial of service"** means the direction of a high volume of inquiries to web site or e-mail destinations, effectively denying or limiting legitimate access, whether or not known to you.

17. **"Dependent premises"** means the following types of locations:

- a. **"Contributing locations"**;
- b. **"Recipient locations"**;

d. **"Leader locations"**.

If the location is described by an address only, it includes the area associated with that address in which you or the occupant are legally entitled to conduct **"operations"** and includes that area extending 1,000 feet beyond that address.

If the location is described by an address and further described by geographic boundaries, only the area within such boundaries, and within 1,000 feet thereof, is included.

"Dependent premises" does not mean any of the above locations within any country in which the United States government or Canadian government have imposed sanctions, embargoes, or similar prohibitions.

18. **"Duplicate information property"** means recorded information in any format which can either be copied from an existing original or duplicate or replaced by purchasing an existing duplicate that is available for sale, including any material it is recorded upon.

"Duplicate information property" does not mean:

- a. **"Stock"**;
- b. **"Fine arts"**;
- c. **"Money"**;
- d. **"Securities"**; or
- e. **"Electronic data processing hardware"**.

19. **"Earth movement"** means earthquake or other seismic activity, rising or shifting of earth (including frost heaves), or subsidence other than **"sinkhole collapse"**.

"Earth movement" does not mean landslide, avalanche, or volcanic eruption, explosion or effusion, or tsunami.

20. **"Electronic data processing hardware"** means:

- a. A network of electronic components capable of accepting information and processing it according to a plan and which exists primarily to generate information in tangible form or on electronic media, as well as air conditioning equipment and fire protection equipment used exclusively for data processing operations;
- b. Telephone equipment; and
- c. Facsimile equipment.

"Electronic data processing hardware" does not mean computers, devices, or components which:

- a. Exist primarily to control or operate machinery or equipment or to produce **"stock in process"** or **"finished stock"**; or
- b. Are **"stock"**.

21. **"Electronic vandalism"** means:

- a. Willful or malicious electronic alteration, manipulation, tampering, or destruction of **"accounts receivable records"**, **"duplicate information property"**, **"electronic data processing hardware"**, **"original information property"**, or **"research and development property"**;
- b. Introduction of a virus, code, or similar instruction that disrupts the normal operation of **"electronic data processing hardware"** and may destroy, alter, contaminate, or compromise the integrity, quality, or

- c. Unauthorized viewing, copying, or use of any electronic "accounts receivable records", "duplicate information property", "original information property", or "research and development property"; and
- d. "Denial of service".

22. "Equipment breakdown cause of loss" means any of the following:

- a. Artificially generated electrical current, including electrical arcing, that injures or disturbs electrical devices, wiring, or equipment;
- b. Explosion, rupture, or bursting of steam boilers, steam pipes, steam engines, steam turbines, gas turbines, or apparatus attached to and forming a part thereof, when owned, operated, or controlled by you; except for explosion of accumulated gases or fuel within the furnace of any fired vessel, other than gas turbines, or within the flues or passages through which the products of combustion pass;
- c. Any condition or event inside steam boilers, steam pipes, steam engines, steam turbines, gas turbines, or apparatus attached to and forming a part thereof, when owned, operated, or controlled by you; except for explosion of accumulated gases or fuel within the furnace of any fired vessel, other than gas turbines, or within the flues or passages through which the gases of combustion pass;
- d. Any condition or event, other than an explosion, inside hot water boilers, other water heating equipment, engines other than steam engines, or pressure vessels when owned, operated, or controlled by you; and
- e. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force, of property owned, operated, or controlled by you.

23. "Extended period of indemnity" means the period of time that begins on the date the "period of restoration" ends and ends on the earlier of:

- a. The date your gross sales, including rental income, are restored to the amount that would have existed if no direct physical loss or damage occurred; or
- b. The date calculated by adding the number of days shown on the Declarations for Extended Period of Indemnity--Business Income to the date the "period of restoration" ended.

"Extended period of indemnity" does not mean "research and development extended period of indemnity".

24. "Extra expense" means operating expenses you incur during the "period of restoration" that would not have been necessary to incur if there had been no direct physical loss or damage to the property, provided such expenses are incurred:

- a. In an attempt to avoid a "suspension" of or to continue those "operations" which have been affected by the direct physical loss or damage to the property; or
- b. In an attempt to minimize the "period of restoration".

"Extra expense" does not mean:

- a. Costs incurred to purchase "merchandise" as a replacement for your "finished stock";
- b. "Continuing expenses" or "research and development continuing expenses";
- c. Costs to repair, rebuild, or replace any property, or research or restore "original information property"; or
- d. Amounts incurred on financing or investment activity conducted for your own account.

25. **"Fine arts"** means paintings, etchings, pictures, tapestries, and other bona fide works of art, rarity, historical value, or artistic merit such as rugs, statuary, marbles, bronzes, antiques, furniture, rare books, antique silver, manuscripts, porcelains, rare glass, and bric-a-brac.
26. **"Finished stock"** means **"goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale.
- "Finished stock"** does not mean **"goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale on a **"premises"** or **"reported unscheduled premises"** of any retail outlet at which you are insured by Business Income Insurance.
27. **"Fire protection sprinkler system piping"** means valves, fittings, and piping located above the lowest floor, and limited to risers, check valves, control valves, gauges, feed mains, cross mains, branch lines, arm-overs, sprigs, and automatic sprinkler heads located inside the building as part of the fire protection sprinkler system.
28. **"Flood"** means a general and temporary condition of partial or complete inundation of land areas from:
- The overflow, or the expansion beyond normal boundaries, of inland or tidal waters, including natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse;
 - Waves or tides, including tsunami;
- or their spray, whether driven by wind or not.
29. **"Fungus"** means any type or form of fungus, mold, or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi.
30. **"Goods you have manufactured"** means:
- Goods manufactured at a location you own or operate; and
 - Goods manufactured at a location that you do not own or operate, provided:
 - You contracted for the goods to be manufactured exclusively for you; and
 - You are the owner or licensee of the design, patent, trademark, or copyright for the goods.
31. **"Green roofing systems"** means environmentally friendly roof coverings as defined by the LEED® Green Building Rating System™ of the U.S. Green Building Council or any other trees, shrubs, plants, grass, or lawns and other landscaping materials which are part of a vegetated roof.
32. **"Gross leasehold interest"** means:
- The monthly rental value of the **"premises"** or **"reported unscheduled premises"** you rent or lease on the date the direct physical loss or damage occurs; minus
 - The actual monthly rent you pay, including taxes, insurance, janitorial, or other services you pay as part of the rent.
- Example:
- | | |
|--|---------|
| Monthly rental value of your leased "premises" : | \$1,000 |
| Monthly rent including taxes, insurance, janitorial, or other services that you pay for as part of the rent: | - \$700 |
| "Gross leasehold interest" | \$300 |

- a. Comprising a part of the building you occupy as a tenant but do not own;
- b. Made or acquired at your expense exclusive of rent paid by you or for which you are legally required by written contract to insure; and
- c. Which you cannot remove legally.

34. **"Information technology services"** means technology services provided under a written contract consisting of:

- a. Maintaining, managing, or controlling **"computer systems"**;
- b. Hosting or facilitating your internet website or web application(s); and
- c. Other related technology services.

"Information technology services" does not mean video, voice, or data communication services.

35. **"Installation property"** means materials, supplies, equipment, and machinery, and any other similar property owned by you or owned by others, which are in your care, custody, or control, that you are contractually responsible for, which are intended to become a permanent part of an **"installation or service premises"**.

"Installation property" does not mean **"landscaping materials"** or land.

36. **"Installation or service premises"** means a location that is not owned, leased, or operated by you, at which you are installing, constructing, or servicing property.

"Installation or service premises" does not mean a **"rigging premises"**.

37. **"Landscaping materials"** means trees, shrubs, plants, grass, lawns, and other landscaping materials, including **"green roofing systems"** owned by you or owned by others, which are in your care, custody, or control that you are contractually responsible for, and intended to become a permanent part of an **"installation or service premises"**.

"Landscaping materials" does not mean trees, shrubs, plants, grass, lawns, or other landscaping materials or **"green roofing systems"** that exist as a permanent part of an **"installation or service premises"** prior to the start of the project.

38. **"Leader locations"** means locations owned and operated by others who you depend on to attract customers to your business.

39. **"Malfunction"** means any abnormal or imperfect function, including the failure to function, of machinery, systems, apparatus, or equipment.

40. **"Manager"** means a person elected by the **"members"** to direct the limited liability company's business affairs.

41. **"Manufacturing locations"** means locations owned and operated by others who you depend on to manufacture products for delivery to your customers under contract of sale.

42. **"Market value"** means the price which the property might be expected to realize if offered for sale in a fair market on the date of loss or damage.

43. **"Member"** means an owner of a limited liability company represented by its membership interest, who also may serve as a **"manager"**.

44. **"Merchandise"** means:

- a. Goods held for sale or installation by you which are not **"goods you have manufactured"**; and

b. **"Goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale on a **"premises"** or **"reported unscheduled premises"** of any retail outlet at which you are insured by Business Income Insurance.

45. **"Microorganism"** means any type or form of organism of microscopic or ultramicroscopic size including, but not limited to, **"fungus"**, wet or dry rot, virus, algae, or bacteria, or any by-product.

46. **"Mistake"** means any act or decision, whether intentional or negligent, including the failure to act or decide, of any person, group, organization, or governmental body which creates or allows a result which is unexpected, inadequate, defective, faulty, or otherwise unsuitable for the intended purpose.

47. **"Money"** means:

- a. Currency, coins, bullion, or bank notes, whether or not in current use; and
- b. Travelers checks, register checks, food stamps, and money orders held for sale to the public.

48. **"Monthly leasehold interest"** means the original costs you paid for:

- a. Bonus Payments – **"Money"** you originally paid to acquire your lease, but not including rent, prepaid rent, or security; and
- b. Prepaid Rent - Advance rent you paid that will not be refunded to you, other than periodic rental payments, divided by the number of months left in your lease at the time of the expenditure.

Example:

Original cost of Bonus Payment	\$4,000
With 20 months left in the lease at the time of Bonus Payment	÷20
"Monthly leasehold interest"	\$200

49. **"Net income"** means the net profit or loss, including rental income from tenants, that would have been earned or incurred before taxes.

50. **"Net leasehold interest"** means the sum of:

- a. The net present value of your **"gross leasehold interest"** for each remaining month of your lease, discounted at the Prime Rate prevailing on the date the direct physical loss or damage occurs, rounded to the nearest whole number; plus
- b. Your **"monthly leasehold interest"** times the number of months left in your lease on the date direct physical loss or damage occurs, rounded to the nearest whole number.

Example:

With 20 months left in lease and 10% Prime Rate:

"Gross leasehold interest"	\$300
Net Present Value Factor x 18.419 for 20 months	X 18.419
Subtotal a.	\$5,526
"Monthly leasehold interest"	\$200
With 20 months left in lease	x 20
Subtotal b.	\$4,000

Subtotal a. + Subtotal b.

\$9,526

51. **"Newly acquired premises"** means a permanently fixed location you own, lease, rent, or control. The location becomes a **"newly acquired premises"** on the later of:

- a. The date you obtain possession or control of the location; or
- b. The date **"real property"** or **"personal property"** in which you have an insurable interest is first placed at the location.

"Newly acquired premises" does not mean:

- a. A **"premises"**;
- b. An **"unreported premises"**;
- c. A **"reported unscheduled premises"**;
- d. A fair or exhibition;
- e. An **"installation or service premises"**;
- f. A **"rigging premises"**; or
- g. A **"temporary storage location"**.

52. **"Off-premises service interruption"** means the interruption of power or other utility services supplied to a covered location, however caused, if the interruption takes place away from the covered location.

53. **"Operations"** means:

- a. Your business activities occurring at the covered location prior to the physical loss or damage; and
- b. The covered location is tenantable prior to the physical loss or damage.

"Operations" does not mean:

- a. The activities of those with whom you do business;
- b. Investing or financing activities conducted for your own account; or
- c. **"Research and development operations"**.

54. **"Original information property"** means recorded information in any format which cannot be copied from an existing original or duplicate or replaced by purchasing an existing duplicate that is available for sale, including any material it is recorded upon.

"Original information property" does not mean:

- a. **"Stock"**;
- b. **"Fine arts"**;
- c. **"Money"**;
- d. **"Securities"**;
- e. **"Electronic data processing hardware"**; or
- f. **"Research and development property"**.

"Outdoor trees, shrubs, plants, or lawns" does not mean:

- a. Growing crops;
- b. Standing timber;
- c. "Landscaping materials";
- d. "Stock", or
- e. "Green roofing systems".

56. "Period of restoration" means the period of time that begins when:

- a. The direct physical loss or damage that causes "suspension" of your "operations" occurs; or
- b. The date "operations" would have begun if the start of "operations" is delayed because of loss of or damage to any of the following:
 - 1) "Real property", whether complete or under construction;
 - 2) Alterations or additions to "real property"; or
 - 3) "Personal property":
 - a) Used in such construction, alterations, or additions;
 - b) Incidental to the occupancy of the area intended for construction, alteration, or addition; or
 - c) Incidental to the alteration of the occupancy of an existing building or structure.

If you resume "operations", with reasonable speed, the "period of restoration" ends on the earlier of:

- a. The date when the location where the loss or damage occurred could have been physically capable of resuming the level of "operations" which existed prior to the loss or damage, if the location had been restored to the physical size, construction, configuration, location, and material specifications which would satisfy the minimum requirements necessary to obtain all required building permits, occupancy permits, operating licenses, or similar documents; or
- b. The date when a new permanent location is physically capable of resuming the level of "operations" which existed prior to the loss or damage, if you resume "operations" at a new permanent location.

If you do not resume "operations", or do not resume "operations" with reasonable speed (whether at your "premises" or "reported unscheduled premises" or elsewhere), the "period of restoration" will end on the date when the location where the loss or damage occurred could have been restored to the physical size, construction, configuration, location, and material specifications which existed at the time of loss or damage, with no consideration for any time:

- a. Which would have been required to make changes in order to satisfy the minimum requirements necessary to obtain all required building permits, occupancy permits, operating licenses, or similar documents; and
- b. Which would have been necessary to make the location physically capable of resuming the level of "operations" which existed prior to the loss or damage after the completion of repairs, replacement, or rebuilding.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" or "microorganisms".

The expiration date of this policy will not cut short the "period of restoration".

- a. "Your personal property";
- b. "Your employees' personal property";
- c. "Personal property of others" in your care, custody, or control;
- d. The value of labor, materials, or services furnished or arranged by you on "personal property of others";
- e. Your interest in "improvements and betterments" to buildings or structures; and
- f. Glass which, as a tenant, you are required to insure.

"Personal property" does not mean:

- a. Naturally occurring water;
- b. Growing crops or standing timber;
- c. "Outdoor trees, shrubs, plants, or lawns";
- d. "Green roofing systems";
- e. "Money", bills, notes, or "securities";
- f. Contraband or property in the course of illegal transportation or trade;
- g. Animals, unless:
 - 1) Owned by others and boarded by you; or
 - 2) Owned by you as "stock" while inside of buildings;
- h. "Fine arts";
- i. "Original information property";
- j. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - 1) Are licensed for use on public roads; or
 - 2) Are operated principally away from a "premises" or "reported unscheduled premises";

But not:

- 1) Vehicles or self-propelled machines you manufacture, process, warehouse, or hold for sale, other than vehicles licensed for use on public roads;
- 2) Vehicles licensed for use on public roads that you manufacture, process, warehouse, or hold for sale, while on a "premises" or "reported unscheduled premises"; or
- 3) Unpowered watercraft while out of water on a "premises" or "reported unscheduled premises";
- k. Property contained in underground mines, mine shafts, caverns, open pits, or quarries; or
- l. "Research and development property".

58. "Personal property of others" means personal property not owned by you, your officers, directors, partners, "managers", "members", or employees (including leased or temporary employees).

59. "Pollutants" means any solid, liquid, gaseous, or thermal irritant, or "contaminant", including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

A location scheduled on the Declarations for this Commercial Property Coverage Part.

- a. If the location is described by an address only, it includes the area associated with that address in which you are legally entitled to conduct your business activities and includes that area extending 1,000 feet beyond the address.
- b. If the location is described by an address and further described by geographic boundaries, it includes only the area within such geographic boundaries in which you are legally entitled to conduct your business activities and includes that area extending 1,000 feet beyond that area.

If you are a tenant, for purposes of "**time element coverage**", "**premises**" includes those portions of the location not rented or intended to be rented to others.

61. "**Raw stock**" means material in the state in which you acquired it for conversion into "**finished stock**".

62. "**Real property**" means:

- a. Buildings, including their "**green roofing systems**";
- b. Permanent structures;
- c. Equipment and apparatus used to maintain or service the buildings, structures, or their "**premises**" or "**reported unscheduled premises**"; and
- d. Materials, equipment, supplies, and temporary structures used for making additions, alterations, or repairs to the buildings or permanent structures.

"**Real property**" does not mean:

- a. "**Fine arts**";
- b. Land;
- c. Water;
- d. Underground mines, mine shafts, caverns, open pits, or quarries;
- e. Growing crops or standing timber;
- f. "**Outdoor trees, shrubs, plants, or lawns**";
- g. "**Research and development property**";
- h. "**Contractor's equipment**";
- i. "**Contractor's employees' property**";
- j. "**Installation property**";
- k. "**Landscaping materials**"; or
- l. Property of others in your care, custody, or control for "**rigging**".

63. "**Recipient locations**" means locations owned or operated by others, who you depend on to accept your products or services.

64. "**Replacement cost**" means the lesser of:

a. **Repair Cost**

The cost to repair the "**real property**" or "**personal property**" at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance

b. Rebuild Cost

The cost to rebuild the **"real property"** or **"personal property"** at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss or damage. Unless otherwise required at the time of loss by the applicable codes, this cost will be based on rebuilding at the same location where the loss occurred.

c. Replace Cost

The cost to replace the **"real property"** or **"personal property"** at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss. Unless otherwise required at the time of loss by the applicable codes, this cost will be based on replacing at the same location where the loss or damage occurred.

If property of the same kind and quality is no longer available, we will pay to replace it with other property of similar quality and function, including property of greater processing capacity.

"Real property" and **"personal property"** valuation includes the cost you paid for non-refundable or non-transferable extended warranties, maintenance contracts, or service contracts which were still in force at the time of loss or damage and are no longer valid as a result of loss of or damage to **"real property"** or **"personal property"**.

If there is an ordinance or law in force at the time of loss or damage that regulates zoning, land use, or construction of **"real property"** or **"personal property"** at the **"premises"** or **"reported unscheduled premises"**, and if loss or damage covered by this Commercial Property Coverage Part causes a demolition order to be issued pursuant to any such ordinance or law, **"replacement cost"** includes the costs to demolish and clear the site of the undamaged portion of the **"real property"** or **"personal property"**.

"Replacement cost" does not mean:

- a. Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**;
- b. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by **"pollutants"** or due to the presence, growth, proliferation, spread, or any activity of **"microorganisms"**; or
- c. Costs to comply with any ordinance or law that you were required to comply with before the loss or damage.

65. "Reported unscheduled premises" means permanently fixed locations for which you have submitted a schedule on file with us containing:

- a. The address of the location and includes that area extending 1000 feet beyond the address;
- b. An identification of the property, business income, or extra expense to be covered; and
- c. The value of such identified property, business income, or extra expense.

If you are a tenant, for purposes of **"time element coverage"**, **"reported unscheduled premises"** includes those portions of the location not rented or intended to be rented to others.

"Reported unscheduled premises" does not mean:

- a. A **"premises"**;

c. An **"unreported premises"**;

d. A fair or exhibition;

e. An **"installation or service premises"**;

f. A **"temporary storage location"**;

g. A **"rigging premises"**; or

h. With respect to loss or damage covered by any **"time element coverage"**, a **"dependent premises"**.

66. **"Research and development continuing expenses"** means your continuing normal operating expenses that are directly attributable to **"research and development operations"**, including payroll, rental payments as tenants, and factory overhead.

67. **"Research and development extended period of indemnity"** means the period of time that begins on the date the **"period of restoration"** ends and ends on the earlier of:

a. The effective date of new contracts that will utilize that portion of your **"research and development continuing expenses"** attributable to a suspension, lapse, or cancellation for which coverage is provided under paragraph **b.** of the Extended Period of Indemnity Additional Coverage; or

b. The date calculated by adding the number of days shown on the Declarations for Research and Development Extended Period of Indemnity--Business Income to the date the **"period of restoration"** ended.

68. **"Research and development operations"** means your business activities where **"research and development property"** is being planned, created, developed, or tested.

69. **"Research and development property"** means:

a. Information which cannot be duplicated or purchased from another source, including any material it is inscribed, printed, written, or recorded upon, including documents, manuscripts, records, data, or programs, developed or used in conjunction with any research and development project;

b. Original or experimental property;

c. Prototypes or samples;

d. Experiments in progress;

e. Biological products, processes, or cultures; and

f. **"Research animals"**.

"Research and development property" does not mean:

a. Animals, other than **"research animals"**;

b. **"Money"**, bills, notes, or **"securities"**;

c. **"Stock"**;

d. **"Fine arts"**; or

e. Growing plants or crops.

70. **"Research animal"** means any multi-cellular organism that is used in your **"research and development operations"**.

72. **"Rigging premises"** means a location for the purpose of:

- a. **"Rigging"**;
- b. Assembling or dismantling work done in connection with a **"rigging"** project; or
- c. Operations incidental to a **"rigging"**, assembling, or dismantling project.

73. **"Salespersons samples"** means **"personal property"** that is in the custody of one of your salespersons and used only for sample purposes.

74. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either **"money"** or property and includes:

- a. Tokens, tickets, revenue, and other stamps whether or not in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.

"Securities" does not mean:

- a. **"Money"**; or
- b. Lottery tickets held for sale.

75. **"Sinkhole collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.

"Sinkhole collapse" does not mean the:

- a. Sinking or collapse of land into man-made underground cavities;
- b. Sinking or collapse of land caused by or resulting from **"flood"**; or
- c. Cost of filling sinkholes.

76. **"Specified causes of loss"** means the following:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Riot or civil commotion;
- h. Vandalism;
- i. Leakage from fire extinguishing equipment;
- j. **"Sinkhole collapse"**;
- k. Volcanic action;
- l. Falling objects, excluding loss or damage to:

1) **"Personal property"** in the open; or

2) The interior of buildings or property inside buildings, unless the roof or an outside wall of the building is first damaged by a falling object;

m. Weight of snow, ice, or sleet;

n. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam; and

o. **"Equipment breakdown cause of loss"**, excluding loss of or damage to **"stock"** caused by the discharge, dispersal, release, or escape of refrigerants.

77. **"Stock"** means the following:

a. **"Raw stock"**;

b. **"Stock in process"**;

c. **"Finished stock"**; and

d. **"Merchandise"**.

78. **"Stock in process"** means **"raw stock"** which has undergone aging, seasoning, mechanical, or other process of manufacture but which has not become **"finished stock"**.

79. **"Suspended equipment"** means any boiler, fired or unfired vessel, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission, or utilization of mechanical or electrical power, provided we have complied with the requirements described in the Suspended Equipment Condition contained in the COMMERCIAL PROPERTY CONDITIONS.

80. **"Suspension"** means:

a. The slowdown or cessation of your business activities; or

b. That a part or all of the covered location is rendered untenable.

81. **"Temporary storage location"** means a permanently fixed location that you lease, rent, or occupy for a period of less than one year where **"stock"** or **"installation property"** that is to become a permanent part of an **"installation or service premises"** is stored while waiting to be delivered to an **"installation or service premises"** and there is a written construction or installation contract or agreement to install that **"stock"** or **"installation property"** at that **"installation or service premises"**.

"Temporary storage location" does not mean:

a. A **"premises"**;

b. A **"newly acquired premises"**;

c. A **"reported unscheduled premises"**;

d. A **"rigging premises"**;

e. A fair or exhibition; or

f. An **"unreported premises"**.

82. **"Time element coverage"** means the coverage provided under any of the following:

a. BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE);

b. BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY; or

c. EXTRA EXPENSE COVERAGE FORM.

83. **"Unreported premises"** means a permanently fixed location that contains **"real property"** or **"personal property"** in which you have an insurable interest, but has not been reported to us.

"Unreported premises" does not mean:

a. A **"premises"**;

b. A **"newly acquired premises"**;

c. A **"reported unscheduled premises"**;

d. A **"rigging premises"**;

e. A fair or exhibition;

f. An **"installation or service premises"**;

g. A **"temporary storage location"**; or

h. With respect to loss or damage covered by any **"time element coverage"**, a **"dependent premises"**.

84. **"Your employees' personal property"** means personal property owned by your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

85. **"Your personal property"** means personal property owned by you.



Real and Personal Property Coverage Form

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Real and Personal Property Coverage Form

A. COVERAGE

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** directly caused by a **"covered cause of loss"**. We will not pay more in any one occurrence than the applicable Limit of Insurance shown on the Declarations for such loss of or damage to Covered Property at that **"premises"**.

B. EXCLUDED CAUSES OF LOSS

1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

2. Cracking and Settling

We will not pay for loss or damage caused by or resulting from bulging, cracking, shrinkage, expansion, or settling of **"real property"** or **"personal property"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

3. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the property. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

4. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the property for any purpose:

a. Acting alone or in collusion with others; or

b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

a. Acts of vandalism committed by your employees (including leased or temporary employees); or

b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

5. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

If loss of or damage to **"real property"** or **"personal property"** caused by leakage from **"fire protection sprinkler system piping"** results from **"earth movement"**, and there is no other loss or damage from **"earth movement"** to that same property, we will pay for the direct physical loss or damage caused solely from the **"fire protection sprinkler system piping"** leakage.

6. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

7. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

a. Wear and tear;

b. Smoke, vapor, or gas from agricultural smudging or industrial operations;

c. Smog;

d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;

e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or

f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

8. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

9. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to:

- 1) Covered **"real property"**; or

- 2) Covered **"personal property"**;

directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**.

10. Impact Damage

We will not pay for loss or damage caused by or resulting from water, including water pressure, ice, or impact of watercraft to buildings or structures located on or partially over water, including retaining walls, bulkheads, piers, wharves, docks, or any other property located on those structures. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a "**specified cause of loss**", other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that "**specified cause of loss**".

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "**microorganisms**".

13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**" or "**malfunction**", that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

14. Off-Premises Service Interruption

We will not pay for loss or damage caused by or resulting from any "**off-premises service interruption**". Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**", "**malfunction**", or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of this excluded cause of loss is a "**covered cause of loss**", we will pay for that portion of the loss or damage which was solely caused by that "**covered cause of loss**".

This exclusion does not apply to "**electronic data processing hardware**" or "**duplicate information property**".

15. Pollutants

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release, or escape of "**pollutants**". But, if the discharge, dispersal, seepage, migration, release, or escape is caused by a "**specified cause of loss**", we will pay only for that portion of the loss or damage solely caused by that "**specified cause of loss**".

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "**pollutants**".

This exclusion does not apply to "**electronic data processing hardware**" or "**duplicate information property**".

16. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to "**stock**" caused by or resulting from a "**mistake**" or "**malfunction**" in the alteration, calibration, development, distribution, installation, manufacturing, maintenance, processing, repair, research, or testing of such "**stock**".
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
 - 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
 - 4) Insufficient or failure of maintenance or servicing,
- of part or all of any property on or off a **"premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- d. Loss of or damage to machinery or equipment while undergoing a pressure or electrical test. This exclusion applies even if this excluded cause of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

17. Suspended Equipment

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

18. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. LIMITATIONS

1. The following types of property are covered only up to the Limits of Insurance shown below in any one occurrence for loss or damage due to theft:
 - a. \$2,500 for furs, fur garments, and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals.

This limit does not apply to:

- i. Jewelry or watches worth \$100 or less per item; or
 - ii. Precious or semiprecious stones or metals used for industrial purposes.
- c. \$250 for lottery tickets held for sale.

These Limits of Insurance are included in, and not in addition to, any other applicable Limits of Insurance.

2. We will pay for direct physical loss of or damage to **"green roofing systems"** directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:
 - a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
 - b. Disease;
 - c. Changes in or extremes of temperature;
 - d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
 - e. Rain, snow, hail, ice, or sleet.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

E. VALUATION

We will determine the amount of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., 6., and 7. below, the lesser of the following amounts:
 - a. The **"replacement cost"**; or
 - b. The **"amount you actually spend"** to repair, rebuild, or replace the **"real property"** or **"personal property"** at the same or another location.
2. Except as provided in 3., 5., 6., and 7. below, **"real property"** or **"personal property"**, other than **"improvements and betterments"**, which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"real property"** or **"personal property"** within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement, we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.

3. **"Merchandise"** which has been sold but not delivered and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
5. **"Improvements and betterments"** at:
 - a. The **"replacement cost"** if you make repairs with reasonable speed.
 - b. A proportion of your original cost if you do not make repairs with reasonable speed. We will determine the proportionate value as follows:
 - 1) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - 2) Divide the amount determined in 1) above by the number of days from the installation of **"improvements and betterments"** to the expiration of the lease.If your lease contains a renewal option, the expiration of the renewal option period will be used as the expiration of the lease.
 - c. That portion which has not been paid if others pay for repairs, rebuilding, or replacement.
6. **"Personal property"** which has been permanently removed from service at **"actual cash value"**.
7. **"Duplicate information property"** at the lesser of:
 - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
 - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.

F. OPTIONAL COVERAGE

Margin Clause

If Margin Clause is shown on the Declarations, we will not pay more than the lesser of the following:

1. The amount of covered loss or damage at the **"premises"**; or
2. The percentage applied to the applicable Limit of Insurance for such property at the **"premises"**.

The most we will pay is the applicable percentage shown on the Declarations for Margin Clause. However, in no event will we pay more than \$5,000,000 over the applicable Limits of Insurance shown on the Declarations for that **"premises"**.

This Optional Coverage for **"real property"** or **"personal property"** does not apply to:

1. Any Limit of Insurance applicable to more than one **"premises"**; or
2. Any other Limit of Insurance applicable for which a specific coverage Limit of Insurance is provided.



Additional Coverages Form

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Additional Coverages Form

A. ADDITIONAL COVERAGES

The following are Additional Coverages to coverages set forth in this Commercial Property Coverage Part. If you have not chosen a coverage elsewhere in this Commercial Property Coverage Part, there is no coverage under its corresponding Additional Coverages. For example, if you do not have coverage for **"stock"** under the REAL AND PERSONAL PROPERTY COVERAGE FORM, you will not have coverage related to **"stock"** under the Consequential Loss--Undamaged Stock Additional Coverage, or any other Additional Coverage for **"stock"**.

Each of the following Additional Coverages apply independently of one another. Unless otherwise stated, the excluded causes of loss, exclusions, terms, and conditions in the applicable Coverage Forms apply to these Additional Coverages.

The most we will pay for loss, damage, cost, or expense under any of the following Additional Coverages are the Limits of Insurance shown on the Declarations. Limits for these Additional Coverages apply in addition to any other applicable policy limits, unless otherwise stated.

1. Consequential Loss--Net Leasehold Interest

We will pay for the loss of **"net leasehold interest"** you sustain when your lease is cancelled:

- a. By the lessor; and
- b. As a result of a valid condition of your lease,

due to direct physical loss of or damage to **"real property"** or **"personal property"** directly caused by a **"covered cause of loss"** at a **"premises"** or **"reported unscheduled premises"**. We will not pay more than the **"net leasehold interest"** at the time of the cancellation of the lease. However, if your lease is cancelled and your landlord lets you continue to use the **"premises"** or **"reported unscheduled premises"** under a new lease, we will not pay more than:

- a. The rent you will pay under the new lease; minus
- b. The rent you were paying at the time of cancellation.

We will not pay under this Additional Coverage if the **"premises"** or **"reported unscheduled premises"** where the lease is cancelled had been vacant for more than 60 consecutive days prior to the loss or damage unless you had entered into an agreement to sublease the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Net Leasehold Interest.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

We will pay for the value of undamaged **"improvements and betterments"** when your lease is cancelled:

- a. By the lessor; and
- b. As a result of a valid condition of your lease,

due to direct physical loss of or damage to **"real property"** or **"personal property"** directly caused by a **"covered cause of loss"** at a **"premises"** or **"reported unscheduled premises"**.

If you rent an entire building, we will pay only if:

- a. At least 25% of the area of that entire building has been damaged; or
- b. A minimum of 6 months remains in your current lease and at least 6 months is required to repair the building for your occupancy.

If you rent a portion of a building, we will only pay if:

- a. A minimum of 6 months remains in your lease; and
- b. At least 6 months is required to repair the building for your occupancy.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Tenant's Improvements and Betterments.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

3. **Consequential Loss--Undamaged Stock**

We will pay for the consequential loss in value of undamaged **"stock"** which has become unmarketable as a complete product because of direct physical loss of or damage to other **"stock"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Undamaged Stock.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

4. **Contamination by a Refrigerant**

We will pay for direct physical loss of or damage to **"stock"** caused by the release or escape of refrigerants from any equipment located at a **"premises"** or **"reported unscheduled premises"** provided the release or escape was not caused by or resulted from **"flood"** or **"earth movement"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Contamination by a Refrigerant.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- a. We will pay your expense to remove debris of Covered Property, for which a Limit of Insurance is shown on the Declarations, remaining after a **"covered cause of loss"**. The most we will pay under this Additional Coverage for Debris Removal is the remaining applicable Limit of Insurance for the Covered Property shown on the Declarations after payment of the covered physical loss or damage.

If the total of the loss or damage and debris removal expense exceeds the applicable Limit of Insurance, we will pay the remaining debris removal expenses. The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Debris Removal--Supplemental Limit.

- b. If wind causes direct physical loss of or damage to Covered Property, we will also pay for the expenses you incur to remove debris of uncovered property that is blown on to the **"premises"** or **"reported unscheduled premises"** by wind and to remove debris of **"outdoor trees, shrubs, plants, or lawns"** damaged by wind.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Debris Removal--Uncovered Property.

In no event will there be any coverage under this Debris Removal Additional Coverage for any costs to:

- a. Extract **"pollutants"** from land or water; or
- b. Remove, restore, or replace polluted land or water.

The expenses will be paid only if they are reported to us in writing within 180 days of the date of loss or damage.

6. Deferred Payments

We will pay your financial interest in **"personal property"** that suffers direct physical loss or damage directly caused by a **"covered cause of loss"** after delivery to buyers and sold by you on a conditional sale or trust agreement, or any installment or deferred payment plan.

This Additional Coverage does not apply to default of such agreement or plan by the buyer.

We will determine the amount of covered loss or damage as follows:

- a. In the event of a total loss and the buyer refuses to continue payment, coverage will be valued based on the amount shown on your books as due from the buyer;
- b. In the event of partial loss or damage and the buyer refuses to continue payment, forcing you to repossess, coverage will be valued as follows:

If the realized value of the repossessed **"personal property"** is:

- 1) Greater than or equal to the amount shown on your books as due from the buyer, we will make no payment; or
 - 2) Less than the amount shown on your books as due from the buyer, we will pay the difference, less any amount that was past due at the time of loss by more than 30 days; and
- c. When a loss occurs and the buyer continues to pay you, there will be no loss payment.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Deferred Payments.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

7. **Electronic Vandalism--Direct Damage**

We will pay for loss of or damage to **"accounts receivable records"**, **"duplicate information property"**, **"electronic data processing hardware"**, **"original information property"** or **"research and development property"** caused by **"electronic vandalism"**.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Electronic Vandalism--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

8. **Expediting Expense**

In the event of covered loss of or damage to **"real property"** or **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**, we will pay reasonable and necessary additional expenses you incur for temporary repair of damage to such **"real property"** or **"personal property"** and the additional expenses you incur for expediting the permanent repair or replacement of such damaged property. This Additional Coverage does not include expenses recoverable elsewhere in this Commercial Property Coverage Part.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Expediting Expense.

9. **Fairs or Exhibitions**

We will pay for direct physical loss of or damage to **"personal property"**:

- a. At fairs or exhibitions; and
- b. In transit to or from fairs or exhibitions,

directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fairs or Exhibitions--Personal Property.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

10. **Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a **"covered cause of loss"** at a **"premises"** or **"reported unscheduled premises"**, we will pay for your liability for the fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance, law, or statute.

We will also pay for those costs incurred by your fire brigade to save or protect Covered Property from a fire, but not including the costs to refill fire protective equipment.

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

11. Fire Protective Equipment Refills

We will pay the reasonable and necessary costs you incur to refill fire protective equipment which has been discharged:

- a. Accidentally; or
- b. In the course of saving or protecting Covered Property from a "**covered cause of loss**".

No Limit applies to this Additional Coverage.

12. Inflation Guard

The Limits of Insurance to which the Inflation Guard applies will automatically increase by the annual percentage shown on the Declarations.

The amount of the increase will be:

- a. The Limit of Insurance that applied on the most recent of this Commercial Property Coverage Part's inception date, anniversary date, or date of any other Commercial Property Coverage Part change amending the Limit of Insurance, multiplied by
- b. The percentage of annual increase shown on the Declarations, expressed as a decimal (Example: 8% is .08), multiplied by
- c. The number of days since the beginning of the most recent Commercial Property Coverage Part year or the effective date of the most recent Commercial Property Coverage Part change amending the Limit of Insurance, divided by 365.

Example:

If:	The applicable Limit of Insurance is	\$100,000
	The annual percentage increase is	8%
	The number of days since the beginning of the Coverage Part Year (or last Coverage Part change) is	146
Then:	The amount of increase is $\$100,000 \times .08 \times 146 / 365 = \$ 3,200$	
	The available Limit of Insurance is	\$103,200

13. Lock and Key Replacement

We will pay the reasonable cost of:

- a. Entry key replacement if keys to a "**premises**" or "**reported unscheduled premises**" are stolen; or
- b. Entry lock repair or replacement made necessary by theft or attempted theft at a "**premises**" or "**reported unscheduled premises**".

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The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Lock and Key Replacement.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

14. **Microorganisms**

We will pay the following when **"microorganisms"** are the result of a **"covered cause of loss"**, other than fire or lightning:

- a. Direct physical loss of or damage to Covered Property caused by **"microorganisms"**, including the cost of removal of the **"microorganisms"**;
- b. The reasonable cost to tear out and replace any part of the covered building or other property needed to gain access to the **"microorganisms"**; and
- c. The reasonable cost of testing performed after removal, repair, replacement, or restoration of the damaged property is completed, provided there is a reason to believe that the **"microorganisms"** are still present.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Microorganisms. Regardless of the number of claims, this Limit is the most we will pay for the total of all loss, damage, or cost, even if the **"microorganisms"** continue to be present, active, or recur.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

15. **Newly Acquired Premises**

We will pay for direct physical loss of or damage to **"real property"** or **"personal property"** at a **"newly acquired premises"** directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;
- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the applicable Limit of Insurance shown on the Declarations for Newly Acquired Premises.

16. **Newly Acquired Property**

We will pay for direct physical loss of or damage to:

- a. Your newly acquired or constructed **"real property"** at a **"premises"** if coverage is not currently shown for **"real property"** at that **"premises"** on the Declarations; and
- b. Your newly acquired **"personal property"** at a **"premises"** if coverage is not currently shown for **"personal property"** at that **"premises"** on the Declarations.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the newly acquired property to us;
- b. The number of days shown on the Declarations from the date construction of **"real property"** begins or completed **"real property"** or **"personal property"** is acquired; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date construction of **"real property"** begins or **"personal property"** or completed **"real property"** is acquired.

The most we will pay under this Additional Coverage at any one **"premises"** is the applicable Limit of Insurance shown on the Declarations for Newly Acquired Property.

17. Off-Premises Service Interruption--Direct Damage

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to any property located away from the **"premises"** or **"reported unscheduled premises"** and used to provide any of the following services to the **"premises"** or **"reported unscheduled premises"**:

- a. Water;
- b. Power, including steam and natural gas; or
- c. Communication.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

18. Outdoor Trees, Shrubs, Plants, or Lawns

We will pay for direct physical loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** at a **"premises"** or **"reported unscheduled premises"** directly caused by:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Riot or civil commotion; or
- e. Aircraft.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** and for any one tree, shrub, plant, or lawn are the Limits of Insurance shown on the Declarations for Outdoor Trees, Shrubs, Plants, or Lawns.

19. Pollutant Clean Up and Removal--Land and Water

We will pay the reasonable expenses you incur to extract **"pollutants"** from land or water at a **"premises"** or **"reported unscheduled premises"** if the discharge, dispersal, seepage, migration, release, or escape of the **"pollutants"** is directly caused by a **"covered cause of loss"**.

This Additional Coverage does not apply to the costs to test for, monitor, or assess the existence, concentration, or effects of **"pollutants"**. But we will pay for the reasonable cost of testing performed in the course of extracting the **"pollutants"** from the land or water.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Pollutant Clean Up and Removal--Land and Water.

The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the **"covered cause of loss"** occurs.

20. Preservation of Property

If Covered Property is removed from a **"premises"** or **"reported unscheduled premises"** to preserve it from actual or imminent physical loss or damage caused by a **"covered cause of loss"**:

We will pay for:

- a. Any direct physical loss of or damage to Covered Property while it is being moved to or while stored at another location for up to the number of days shown on the Declarations for Preservation of Property; and
- b. The reasonable cost to remove Covered Property from the **"premises"** or **"reported unscheduled premises"**.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance shown on the Declarations for that Covered Property.

21. Professional Fees

We will reimburse you for the reasonable expenses you incur for professional services for auditors, accountants, architects, or engineers which are necessary to prepare a statement of loss or exhibits required in connection with any loss covered under this Commercial Property Coverage Part. This Additional Coverage does not apply to fees and costs of:

- a. Your employees; or
- b. Attorneys, public adjusters, loss appraisers, or loss consultants.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Professional Fees.

22. Reported Unscheduled Premises

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the applicable Limit of Insurance shown on the Declarations for Reported Unscheduled Premises.

23. Reward Payments

We will reimburse you for rewards you pay for information leading to:

- a. The successful return of undamaged stolen Covered Property to you or a law enforcement agency; or
- b. The arrest and conviction of any persons for having damaged or stolen your Covered Property.

The reward payments must be documented.

The most we will pay under this Additional Coverage in any one occurrence is 25% of the covered loss, prior to the application of any applicable deductible and recovery of any Covered Property, up to the Limit of Insurance shown on the Declarations for Reward Payments.

24. Salespersons Samples

We will pay for direct physical loss of or damage to **"salespersons samples"** in transit while in the custody of a salesperson or at any location, other than a **"premises"** or **"reported unscheduled premises"**, directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Salespersons Samples.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

25. Spoilage--Equipment Breakdown

We will pay for direct physical loss of or damage to **"stock"** at a **"premises"** or **"reported unscheduled premises"** directly caused by the loss of or changes in any artificially maintained or generated temperature, humidity, or atmosphere resulting from an **"equipment breakdown cause of loss"** to atmosphere control equipment at the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Spoilage--Equipment Breakdown.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

26. Theft Damage to Buildings

We will pay for direct physical loss of or damage to **"real property"** at a **"premises"** or **"reported unscheduled premises"** in which you are a tenant directly caused by theft, burglary, or robbery, provided you are legally obligated to pay for such loss or damage.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for **"personal property"** at that **"premises"** or **"reported unscheduled premises"**.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

27. Unreported Premises

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"**, other than **"salespersons samples"** or property in transit, at an **"unreported premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises.

B. DEDUCTIBLE

We will not pay for loss, damage, cost, or expense in any one occurrence until the amount of loss, damage, cost, or expense exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss, damage, cost, or expense in excess of the Deductibles, up to the applicable Limits of Insurance.

Accounts Receivable Coverage Form (Revenue Loss)



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Accounts Receivable Coverage Form (Revenue Loss)

A. COVERAGES

1. Accounts Receivable (Revenue Loss)

We will pay for:

- a. The **"money"** due you from customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts; and
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage,

that result from direct physical loss of or damage to your **"accounts receivable records"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Accounts Receivable (Revenue Loss).

2. Accounts Receivable (Revenue Loss)--Away From Premises

We will also pay for:

1. The **"money"** due you from customers that you are unable to collect;
2. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts; and
3. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage,

that result from direct physical loss of or damage to your **"accounts receivable records"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Accounts Receivable (Revenue Loss)--Away From Premises.

B. EXCLUDED CAUSES OF LOSS

1. Alteration, Falsification, Concealment, or Destruction

We will not pay for loss or damage caused by or resulting from alteration, falsification, concealment, or destruction of **"accounts receivable records"** done to conceal the wrongful giving, taking, or withholding of **"money"**, **"securities"**, or other property.

We will not pay for loss or damage caused by or resulting from a **"mistake"** or **"malfunction"** in bookkeeping, accounting, or billing.

3. **Defects or Errors**

We will not pay for any of the following:

- a. Loss or damage caused by or resulting from a **"mistake"** in:

- 1) Programming;
- 2) Instructions to a machine; or
- 3) Installation or maintenance of **"electronic data processing hardware"** or component parts.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- b. Loss or damage, including the costs of correcting or making good, caused by or resulting:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
- 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing,

of part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

4. **Disappearance or Shortage**

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"accounts receivable records"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

5. **Dishonest Acts**

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"accounts receivable records"** for any purpose:

a. Acting alone or in collusion with others; or

b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

a. Acts of vandalism committed by your employees (including leased or temporary employees); or

b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

6. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

If loss of or damage to **"accounts receivable records"** caused by leakage from **"fire protection sprinkler system piping"** results from **"earth movement"**, and there is no other loss or damage from **"earth movement"** to that same property, we will pay for the direct physical loss or damage caused solely from the **"fire protection sprinkler system piping"** leakage.

7. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

8. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

a. Wear and tear;

b. Smoke, vapor, or gas from agricultural smudging or industrial operations;

c. Smog;

d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;

e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or

f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

9. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

10. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to acts of destruction of **"accounts receivable records"** ordered by governmental authority and taken at the time of fire to prevent its spread.

11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

14. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. DEDUCTIBLE

We will not pay for loss, damage, or expense in any one occurrence until the amount of loss, damage, or expense exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss, damage, or expense in excess of the Deductibles, up to the applicable Limits of Insurance.

D. VALUATION

If you cannot accurately establish the amount of accounts receivable outstanding at the time of loss or damage to **"accounts receivable records"**, the following method will be used to determine the amount of covered loss, damage, or expense:

1. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
2. Adjust that total for normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of accounts receivable, however that amount is established:

1. The amount of the accounts receivable for which there is no loss or damage;
2. The amount of the accounts receivable that you are able to re-establish or collect;
3. An amount to allow for probable bad debts that you are normally unable to collect; and
4. All unearned interest and service charges.



Fine Arts Coverage Form

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ZURICH[®]

Fine Arts Coverage Form

A. COVERAGES

1. Fine Arts

We will pay for direct physical loss of or damage to **"fine arts"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Fine Arts.

2. Fine Arts--Away From Premises

We will also pay for direct physical loss of or damage to **"fine arts"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fine Arts--Away From Premises.

B. EXCLUDED CAUSES OF LOSS

1. Defects or Errors

We will not pay for any of the following:

a. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A "mistake" in planning, zoning, development, surveying, siting;
- 2) A "mistake" in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A "mistake" in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing,

of part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

b. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"fine arts"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

3. **Dishonest Acts**

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"fine arts"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

4. **Earth Movement**

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

If loss of or damage to **"fine arts"** caused by leakage from **"fire protection sprinkler system piping"** results from **"earth movement"**, and there is no other loss or damage from **"earth movement"** to that same property, we will pay for the direct physical loss or damage caused solely from the **"fire protection sprinkler system piping"** leakage.

5. **Expected, Preventable, or Accumulated Losses**

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

6. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

7. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of **"fine arts"** by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to:

- 1) Covered **"real property"**; or

- 2) Covered **"personal property"**,

directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**.

8. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

9. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a "**specified cause of loss**", other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that "**specified cause of loss**".

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "**microorganisms**".

10. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**" or "**malfunction**", that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

11. Pollutants

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release, or escape of "**pollutants**". But, if the discharge, dispersal, seepage, migration, release, or escape is caused by a "**specified cause of loss**", we will pay only for that portion of the loss or damage which was solely caused by that "**specified cause of loss**".

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "**pollutants**".

12. Repair, Restoration, or Retouching

We will not pay for loss of or damage to "**fine arts**" caused by or resulting from repair, restoration, or retouching.

13. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**" or "**malfunction**", that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

1. **"Fine arts"** are valued based on the lesser of:

- a. **"Market value"** at the time of loss or damage; or
- b. The value of **"fine arts"** that are individually listed and described on the schedule on file with us.

2. **Pairs or Sets**

In case of loss to any part of a pair or set, we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between the value of the pair or set before and after the loss.



Installation and Service Property Coverage Form

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Installation and Service Property Coverage Form

A. COVERAGES

1. Stock to be Installed

We will pay for direct physical loss of or damage to **"stock"** directly caused by a **"covered cause of loss"** while such **"stock"** is:

- a. At an **"installation or service premises"**;
- b. At a **"temporary storage location"**; or
- c. In transit, to or from an **"installation or service premises"** or a **"temporary storage location"**.

Coverage ends at the earlier of the following:

- a. Your insurable interest in the **"stock"** ceases;
- b. The **"stock"** is accepted by the purchaser;
- c. The **"stock"** is installed and you have been paid;
- d. The **"stock"** is installed and put to its intended use; or
- e. The policy expires or is cancelled.

The most we will pay under this Marine Coverage in any one occurrence is the applicable Limit of Insurance shown on the Declarations for Installation and Service Property--Stock to be Installed.

2. Tools and Equipment

We will pay for direct physical loss of or damage to:

- a. **"Personal property"** that are tools and equipment; and
- b. Vehicles that are not licensed for use on public roads,

used by you to install or service property at an **"installation or service premises"** directly caused by a **"covered cause of loss"**. Coverage applies while such property is:

- a. At an **"installation or service premises"**; or
- b. In transit, to or from an **"installation or service premises"**.

The most we will pay under this Marine Coverage for any one item and in any one occurrence is the applicable Limit of Insurance shown on the Declarations for Installation and Service Property--Tools and Equipment or in a schedule on file with us.

1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

2. Disappearance or Shortage

We will not pay for loss caused by disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the property. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

3. Dishonest Acts

We will not pay for loss caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the property for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

4. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or

f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

5. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to **"real property"** containing covered **"personal property"** directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

6. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

7. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

8. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence

to the loss, even if such other cause or event would otherwise be covered. But, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

9. Precipitation

We will not pay for loss or damage caused by or resulting from rain, hail, snow, ice, or sleet to property in the open. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. **"Stock"** in the custody of a carrier for hire; or
- b. Vehicles that are not licensed for use on public roads.

10. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to **"stock"** caused by or resulting from a **"mistake"** or **"malfunction"** in the alteration, development, distribution, installation, manufacturing, maintenance, processing, repair, or testing of such **"stock"**.
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
- 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing,

of part or all of any property on or off an **"installation or service premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off an **"installation or service premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- d. Loss of or damage to machinery or equipment while undergoing a pressure or electrical test. This exclusion applies even this excluded cause of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

11. **Suspended Equipment**

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

12. **War and Military Action**

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

13. **Weight of Load**

We will not pay for loss of or damage to **"personal property"** that are tools and equipment or vehicles used by you to install or service property caused by or resulting from the weight of a load exceeding the manufacturer's rated lifting or supporting capacity of any machine under the operating conditions at the time of loss or damage.

C. **DEDUCTIBLE**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

D. **ADDITIONAL CONDITIONS**

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS:

1. In the event of any loss or damage to Covered Property in transit, you must immediately make a claim in writing against the carrier, bailee, or others involved.
2. The coverage provided for **"stock"** by this Coverage Form is primary to any other insurance not subject to the same plan, terms, conditions, and provisions as this Coverage Form.

E. **VALUATION**

We will determine the value of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., 6., and 7. below, the lesser of the following amounts:
 - a. The **"replacement cost"**; or

b. The **"amount you actually spend"** to repair, rebuild, or replace Covered Property.

2. Except as provided in 3., 5., 6., and 7. below, Covered Property which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged Covered Property within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
3. **"Merchandise"** and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
5. Covered Property which has been permanently removed from service at **"actual cash value"**.
6. **"Duplicate information property"** at the lesser of:
 - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
 - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.
7. Subject to 1., 2., and 5. above, the most we will pay for any one item for scheduled equipment is the value per item shown on the schedule on file with us.



Original Information Property Coverage Form

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Original Information Property Coverage Form

A. COVERAGES

1. Original Information Property

We will pay for direct physical loss of or damage to **"original information property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Original Information Property.

2. Original Information Property--Away From Premises

We will also pay for direct physical loss of or damage to **"original information property"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Original Information Property--Away From Premises.

B. EXCLUDED CAUSES OF LOSS

1. Alteration, Falsification, Concealment, or Destruction

We will not pay for loss or damage caused by or resulting from alteration, falsification, concealment, or destruction of **"original information property"** done to conceal the wrongful giving, taking, or withholding of **"money"**, **"securities"**, or other property.

2. Bookkeeping, Accounting, or Billing Mistakes

We will not pay for loss or damage caused by or resulting from a **"mistake"** or **"malfunction"** in bookkeeping, accounting, or billing.

3. Defects or Errors

We will not pay for any of the following:

a. Loss or damage caused by or resulting from a **"mistake"** in:

- 1) Programming;
- 2) Instructions to a machine; or
- 3) Installation or maintenance of **"electronic data processing hardware"** or component parts.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
- 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or

4) Insufficient or failure of maintenance or servicing,

of part or all of any **"original information property"** on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any **"original information property"** on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

4. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"original information property"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

5. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"original information property"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

6. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

If loss of or damage to **"original information property"** caused by leakage from **"fire protection sprinkler system piping"** results from **"earth movement"**, and there is no other loss or damage from **"earth movement"** to that same property, we will pay for the direct physical loss or damage caused solely from the **"fire protection sprinkler system piping"** leakage.

7. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

8. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

9. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

10. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to acts of destruction of **"original information property"** ordered by governmental authority and taken at the time of fire to prevent its spread.

11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

12. Microorganisms

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We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of "**microorganisms**", unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**", "**malfunction**", or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a "**specified cause of loss**", other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that "**specified cause of loss**".

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "**microorganisms**".

13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**" or "**malfunction**", that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

14. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**" or "**malfunction**", that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

D. VALUATION

We will determine the value of covered loss or damage to lost or damaged "**original information property**" at the full cost necessary to research and reproduce a master copy, including the information and material on which it resides. However, we will only pay for costs of research and reproduction if you reproduce your "**original information property**". We will not include the cost of making additional copies.



Transit Coverage Form

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Transit Coverage Form

A. COVERAGE

We will pay for direct physical loss of or damage to **"personal property"** in transit, including:

1. Your interest in shipments sold under Free on Board or Freight Allowed terms;
2. **"Personal property"** when the purchaser refuses to accept delivery or returns it to the shipper; or
3. General average and salvage charges on shipments while waterborne,
directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Transit--Personal Property.

B. PROPERTY NOT COVERED

This Coverage Form does not apply to:

1. **"Personal property"** in transit to or from a fair or exhibition;
2. **"Salespersons samples"**;
3. Property of others in your care, custody, or control if you are acting as a carrier for hire, broker, loader, consolidator, or freight forwarder with a written contract or bill of lading;
4. **"Personal property"** used by you to install or service property at an **"installation or service premises"**;
5. **"Stock"** in transit to or from an **"installation or service premises"** or a **"temporary storage location"**;
6. Furs, fur garments, and garments trimmed with fur;
7. Jewelry, watches, watch movements, jewels, pearls, precious or semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals, except for:
 - a. Jewelry or watches worth \$100 or less per item; or
 - b. Precious or semiprecious stones or metals used for industrial purposes; or
8. Lottery tickets held for sale.

1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

2. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"personal property"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

3. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a "**covered cause of loss**", we will pay for that portion of the loss or damage which was solely caused by that "**covered cause of loss**".

4. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**", "**malfunction**", or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread.

5. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a "**mistake**" or "**malfunction**".

6. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of "**microorganisms**", unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**", "**malfunction**", or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a "**specified cause of loss**", other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that "**specified cause of loss**".

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "**microorganisms**".

7. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**" or "**malfunction**", that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

8. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to "**stock**" caused by or resulting from a "**mistake**" or "**malfunction**" in the alteration, development, distribution, installation, manufacturing, maintenance, processing, repair, or testing of such "**stock**".
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating "**defective materials**" into part or all of any property on or off the "**premises**".

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

9. **Suspended Equipment**

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

10. **War and Military Action**

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

D. **DEDUCTIBLE**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

E. **ADDITIONAL CONDITIONS**

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS:

1. In the event of any loss or damage to **"personal property"** in transit, you must immediately make a claim in writing against the carrier, bailee, or others involved.
2. If **"personal property"** in transit which was sold under Free on Board or Freight Allowed terms is lost or damaged and the consignee refuses to pay for such **"personal property"** because of the loss or damage, we will not attempt to enforce collection from the consignee without your written permission.

F. **VALUATION**

We will determine the amount of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., and 6. below, the lesser of the following amounts:
 - a. The **"replacement cost"**; or
 - b. The **"amount you actually spend"** to repair, rebuild, or replace **"personal property"**.

2. Except as provided in 3., 5., and 6. below, **"personal property"** which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"personal property"** within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
3. **"Merchandise"** which has been sold but not delivered and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
5. **"Personal property"** which has been permanently removed from service at **"actual cash value"**.
6. **"Duplicate information property"** at the lesser of:
 - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
 - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.



Business Income Coverage Form (Excluding Extra Expense)

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Business Income Coverage Form (Excluding Extra Expense)

A. COVERAGE

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Business Income. The loss or damage must be directly caused by a **"covered cause of loss"**. We will not pay more than the applicable Limit of Insurance shown on the Declarations for Business Income at that **"premises"**.

B. ADDITIONAL COVERAGES

1. Civil Authority

We will pay for the actual loss of **"business income"** you sustain for up to the number of days shown on the Declarations for Civil Authority resulting from the necessary **"suspension"**, or delay in the start, of your **"operations"** if the **"suspension"** or delay is caused by order of civil authority that prohibits access to the **"premises"** or **"reported unscheduled premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"premises"** or **"reported unscheduled premises"** which sustains a **"business income"** loss. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where access was prohibited.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

2. Contractual Penalties

We will pay contractual penalties you are legally liable to pay under the provisions of a written contract due to late or non-completion of orders. Those penalties must be the result of direct physical loss of or damage to property at a **"premises"** or **"reported unscheduled premises"** at which a Limit of Insurance is shown on the Declarations for Business Income. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Contractual Penalties.

3. Electronic Vandalism

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** provided the **"suspension"** was directly caused by **"electronic vandalism"**.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Electronic Vandalism--Business Income.

4. Expense to Reduce Loss

We will pay reasonable and necessary expenses you incur, except the cost of extinguishing a fire, to reduce the amount of loss of **"business income"**. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Form and subject to the applicable Limit of Insurance shown on the Declarations for Business Income at that **"premises"** or **"reported unscheduled premises"**.

5. Extended Period of Indemnity

If the necessary **"suspension"** of your **"operations"** produces a **"business income"** loss payable under this Coverage Form, and you resume **"operations"** with reasonable speed, we will pay for the actual loss of **"business income"** you sustain during the **"extended period of indemnity"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where the direct physical loss or damage occurred.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

6. Fairs or Exhibitions

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at, or while in transit to or from, any fair or exhibition. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fairs or Exhibitions--Business Income.

7. Ingress/Egress

We will pay for the actual loss of **"business income"** you sustain for up to the number of days shown on the Declarations for Ingress/Egress following the necessary **"suspension"** of your **"operations"**, when ingress or egress by your suppliers, customers, or employees to the **"premises"** or **"reported unscheduled premises"** is physically obstructed due to direct physical loss or damage. The actual loss of **"business income"** you sustain must be caused by direct physical loss or damage to property not owned, occupied, leased, or rented by you, or insured under this Commercial Property Coverage Part. That property must be located within one mile from the **"premises"** or **"reported unscheduled premises"** which sustains a **"business income"** loss. The obstruction cannot be the result of an order of civil authority that prohibits access to that **"premises"** or **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where ingress or egress was obstructed.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

8. Microorganisms

We will pay for the actual loss of **"business income"** you sustain due to the:

- a. Necessary **"suspension"** of your **"operations"** from direct physical loss of or damage to Covered Property caused by **"microorganisms"** when the **"microorganisms"** are the result of a **"covered cause of loss"**; or

- b. Prolonged "**period of restoration**" due to the remediation of "**microorganisms**" from a covered loss.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Microorganisms--Business Income. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss, even if the "**microorganisms**" continue to be present, active, or recur.

9. Newly Acquired Premises

We will pay for the actual loss of "**business income**" you sustain due to the necessary "**suspension**" of your "**operations**" during the "**period of restoration**". The "**suspension**" must be caused by direct physical loss of or damage to your property at a "**newly acquired premises**". The loss or damage must be directly caused by a "**covered cause of loss**".

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the "**newly acquired premises**" to us;
- b. The number of days shown on the Declarations from the date the location becomes a "**newly acquired premises**"; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a "**newly acquired premises**".

The most we will pay under this Additional Coverage at any one "**newly acquired premises**" is the Limit of Insurance shown on the Declarations for Newly Acquired Premises--Business Income.

10. Reported Unscheduled Premises

We will pay for the actual loss of "**business income**" you sustain due to the necessary "**suspension**" of your "**operations**" during the "**period of restoration**". The "**suspension**" must be caused by direct physical loss of or damage to property at a "**reported unscheduled premises**". The loss or damage must be directly caused by a "**covered cause of loss**".

The most we will pay under this Additional Coverage at any one "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Reported Unscheduled Premises--Business Income.

11. Transit

We will pay for the actual loss of "**business income**" you sustain due to the necessary "**suspension**" of your "**operations**" during the "**period of restoration**". The "**suspension**" must be caused by direct physical loss of or damage to property in transit, other than while in transit to or from any fair or exhibition. The loss or damage must be directly caused by a "**covered cause of loss**".

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Transit--Business Income.

12. Unreported Premises

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to your property, or property of your landlord, at an **"unreported premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises--Business Income.

C. EXCLUSIONS

1. Real or Personal Property

The exclusions in paragraphs 5., 6., and 7. below and the excluded causes of loss in the REAL AND PERSONAL PROPERTY COVERAGE FORM, except Off-Premises Service Interruption, apply to loss of **"business income"** caused by or resulting from loss of or damage to any property other than:

- a. **"Fine arts"**;
- b. **"Original information property"**;
- c. **"Outdoor trees, shrubs, plants, or lawns"**;
- d. **"Green roofing systems"**; or
- e. **"Personal property"** in transit.

2. Fine Arts

The exclusions in paragraphs 5., 6., and 7. below and the excluded causes of loss in the FINE ARTS COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"fine arts"**.

3. Original Information Property

The exclusions in paragraphs 5., 6., and 7. below and the excluded causes of loss in the ORIGINAL INFORMATION PROPERTY COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"original information property"**.

4. Personal Property in Transit

The exclusions in paragraphs 5., 6., and 7. below and the excluded causes of loss in the TRANSIT COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"personal property"** in transit.

5. Finished Stock

We will not pay for loss of **"business income"** caused by or resulting from:

- a. Loss of or damage to **"finished stock"**; or
- b. The time required to replace **"finished stock"**.

6. Off-Premises Service Interruption

We will not pay for loss of **"business income"** caused by or resulting from any **"off-premises service interruption"**. Such loss is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

7. Suspension, Lapse, or Cancellation

We will not pay for any loss of **"business income"** caused by or resulting from a suspension, lapse, or cancellation of any license, lease, or contract, unless the suspension, lapse, or cancellation is directly caused by the **"suspension"** of your **"operations"**. If the suspension, lapse, or cancellation of any license, lease, or contract is directly caused by the **"suspension"** of your **"operations"**, we will not pay for that portion of any loss from such suspension, lapse, or cancellation which occurs after the **"extended period of indemnity"**.

D. LIMITATIONS

1. Idle Periods

We will not pay for loss of **"business income"** during any period in which business would not or could not have been conducted for any reason other than:

- a. Direct physical loss of or damage to property as described in Section A., Coverage, above;
- b. A civil authority prohibiting access to the **"premises"** or **"reported unscheduled premises"** as described in the Civil Authority Additional Coverage above; or
- c. A physical obstruction affecting ingress or egress to the **"premises"** or **"reported unscheduled premises"** as described in the Ingress/Egress Additional Coverage above.

2. Strikers or Others Causing Delay

We will not pay for any loss of **"business income"** caused by or resulting from delay in rebuilding, repairing, or replacing property, or resuming **"operations"**, due to the interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

3. Outdoor Trees, Shrubs, Plants, or Lawns

We will not pay for loss of **"business income"** caused by or resulting from loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** unless the loss or damage is directly caused by fire, lightning, explosion, riot or civil commotion, or aircraft.

4. Green Roofing Systems

We will not pay for loss of **"business income"** caused by or resulting from loss of or damage to **"green roofing systems"** unless the loss or damage is directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:

- a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- b. Disease;
- c. Changes in or extremes of temperature;

- d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
- e. Rain, snow, hail, ice, or sleet.

E. DEDUCTIBLE

We will not pay for any loss of **"business income"** in any one occurrence until the amount of loss exceeds the applicable Deductibles or is incurred after the applicable Waiting Periods shown on the Declarations. We will then pay the amount of actual **"business income"** loss sustained in excess of the Deductibles or incurred after the Waiting Periods, up to the applicable Limits of Insurance.

If a Waiting Period is shown on the Declarations, the Waiting Period begins immediately following the direct physical loss of or damage to property, directly caused by a **"covered cause of loss"**.

F. LOSS DETERMINATION

1. Sources of Information

The amount of actual **"business income"** loss sustained will be based on relevant sources of information, including, but not limited to:

- a. Your financial records, tax returns, and accounting procedures;
- b. Bills, invoices, and other vouchers; and
- c. Deeds, liens, and contracts.

2. Net Income

The amount of **"net income"** will be determined based on:

- a. The **"net income"** of the business before the direct physical loss or damage occurred; and
- b. The likely **"net income"** of the business if no direct physical loss or damage had occurred.

3. Continuing Expenses

The amount of **"continuing expenses"** will be determined based on those expenses which are necessary to resume your **"operations"** with the same quality of service that existed just before the direct physical loss or damage and which are incurred during the **"period of restoration"** or **"extended period of indemnity"**.

4. Resumption of Operations

We will reduce the amount of the **"business income"** loss payment:

- a. To the extent you could resume your **"operations"**, in whole or in part, by using damaged or undamaged property, including **"stock"**; or
- b. To the extent you could resume your **"operations"**, in whole or in part, by using any other location.

5. Finished Stock and Merchandise

Lost or damaged **"finished stock"** or **"merchandise"** that is valued at regular cash selling price will be considered to have been sold to your customers and will be credited against the lost sales.

G. OPTIONAL COVERAGES

If shown on the Declarations, the following Optional Coverages apply separately to each item:

1. Maximum Period of Indemnity

The most we will pay for loss of "**business income**" is the lesser of:

- a. The amount of loss incurred during the 120 days immediately following the beginning of the "**period of restoration**"; or
- b. The Limit of Insurance shown on the Declarations.

The Additional Condition--Coinsurance endorsement does not apply to this Optional Coverage.

The Extended Period of Indemnity Additional Coverage does not apply.

2. Monthly Limit of Indemnity

The most we will pay for loss of "**business income**" in each period of 30 consecutive days after the beginning of the "**period of restoration**" is:

- a. The Limit of Insurance, multiplied by
- b. The fraction shown on the Declarations for this Optional Coverage.

The Additional Condition--Coinsurance endorsement does not apply to this Optional Coverage.

The Extended Period of Indemnity Additional Coverage does not apply.

Example:

If:

- a. The Limit of Insurance is \$120,000.
- b. The fraction shown on the Declarations for this Optional Coverage is 1/4.

The most we will pay for loss in each period of 30 consecutive days is \$30,000.

If, in this example, the actual amount of the loss is:

Days 1-30	\$40,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$90,000

We will pay:

Days 1-30	\$30,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$80,000

The remaining \$10,000 of loss is not covered.



Extra Expense Coverage Form

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Extra Expense Coverage Form

A. COVERAGE

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property at a **"premises"** at which a Limit of Insurance is shown for Extra Expense on the Declarations. The loss or damage must be directly caused by a **"covered cause of loss"**. We will not pay more than the applicable Limit of Insurance shown on the Declarations for Extra Expense at that **"premises"**.

B. ADDITIONAL COVERAGES

1. Civil Authority

We will pay for the actual and necessary **"extra expense"** you incur for up to the number of days shown on the Declarations for Civil Authority when an order of civil authority prohibits access to the **"premises"** or **"reported unscheduled premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"premises"** or **"reported unscheduled premises"** where the **"extra expense"** was incurred. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Extra Expense at the **"premises"** or **"reported unscheduled premises"** where access was prohibited.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

2. Ingress/Egress

We will pay for the actual and necessary **"extra expense"** you incur for up to the number of days shown on the Declarations for Ingress/Egress, when ingress or egress by your suppliers, customers, or employees to the **"premises"** or **"reported unscheduled premises"** is physically obstructed due to direct physical loss or damage. The actual and necessary **"extra expense"** you incur must be caused by direct physical loss of or damage to property not owned, occupied, leased, or rented by you, or insured under this Commercial Property Coverage Part. That property must be located within one mile from the **"premises"** or **"reported unscheduled premises"** where the **"extra expense"** was incurred. The obstruction cannot be the result of an order of civil authority that prohibits access to that **"premises"** or **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under the Additional Coverage is the Limit of Insurance shown on the Declarations for Extra Expense at the **"premises"** or **"reported unscheduled premises"** where ingress or egress was obstructed.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

3. Newly Acquired Premises

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to your property at a **"newly acquired premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;

- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the Limit of Insurance shown on the Declarations for Newly Acquired Premises--Extra Expense.

4. **Reported Unscheduled Premises**

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property at a **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Reported Unscheduled Premises--Extra Expense.

5. **Unreported Premises**

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to your property at an **"unreported premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises--Extra Expense.

C. **EXCLUSIONS**

1. **Real or Personal Property**

The exclusions in paragraphs 4. and 5. below and the excluded causes of loss in the REAL AND PERSONAL PROPERTY COVERAGE FORM, except Off Premises Service Interruption, apply to **"extra expense"** incurred caused by or resulting from loss of or damage to any property other than:

- a. **"Fine arts"**;
- b. **"Original information property"**;
- c. **"Outdoor trees, shrubs, plants, or lawns"**; or
- d. **"Green roofing systems"**.

2. **Fine Arts**

The exclusions in paragraphs 4. and 5. below and the excluded causes of loss in the FINE ARTS COVERAGE FORM apply to **"extra expense"** incurred caused by or resulting from loss of or damage to **"fine arts"**.

3. **Original Information Property**

The exclusions in paragraphs 4. and 5. below and the excluded causes of loss in the ORIGINAL INFORMATION PROPERTY COVERAGE FORM apply to **"extra expense"** incurred caused by or resulting from loss of or damage to **"original information property"**.

4. **Off-Premises Service Interruption**

We will not pay for **"extra expense"** incurred caused by or resulting from any **"off-premises service interruption"**. Such loss is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

5. **Suspension, Lapse, or Cancellation**

We will not pay for **"extra expense"** incurred caused by or resulting from a suspension, lapse, or cancellation of any license, lease, or contract, unless the suspension, lapse, or cancellation is directly caused by the **"suspension"** of your **"operations"**. If the suspension, lapse, or cancellation of any license, lease, or contract is directly caused by the **"suspension"** of your **"operations"**, we will not pay for that portion of any **"extra expense"** incurred from such suspension, lapse, or cancellation which occurs after the **"period of restoration"**.

D. **LIMITATIONS**

1. **Idle Periods**

We will not pay for **"extra expense"** incurred during any period in which business would not or could not have been conducted for any reason other than:

- a. Direct physical loss of or damage to property as described in Section A., Coverage, above;
- b. A civil authority prohibiting access to the **"premises"** or **"reported unscheduled premises"** as described in the Civil Authority Additional Coverage above; or
- c. A physical obstruction affecting ingress or egress to the **"premises"** or **"reported unscheduled premises"** as described in the Ingress/Egress Additional Coverage above.

2. **Strikers or Others Causing Delay**

We will not pay for any increase in **"extra expense"** incurred caused by delay in rebuilding, repairing, or replacing property or resuming **"operations"**, due to the interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

3. **Outdoor Trees, Shrubs, Plants, or Lawns**

We will not pay for **"extra expense"** incurred caused by or resulting from loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** unless the loss or damage is directly caused by fire, lightning, explosion, riot or civil commotion, or aircraft.

4. **Green Roofing Systems**

We will not pay for **"extra expense"** incurred caused by or resulting from loss of or damage to **"green roofing systems"** unless the loss or damage is directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:

- a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- b. Disease;
- c. Changes in or extremes of temperature;
- d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
- e. Rain, snow, hail, ice, or sleet.

E. DEDUCTIBLE

We will not pay for any **"extra expense"** incurred in any one occurrence until the amount of **"extra expense"** incurred exceeds the applicable Deductibles shown on the Declarations. We will then pay the actual and necessary **"extra expense"** incurred in excess of the Deductibles up to the applicable Limits of Insurance.

F. LOSS DETERMINATION

1. Sources of Information

The amount of actual and necessary **"extra expense"** incurred will be based on relevant sources of information, including, but not limited to:

- a. Your financial records, tax returns, and accounting procedures;
- b. Bills, invoices, and other vouchers; and
- c. Deeds, liens, and contracts.

2. Extra Expense

The amount of actual and necessary **"extra expense"** incurred will be determined based on:

- a. All **"extra expense"** that exceeds the normal operating expenses that would have been incurred by your **"operations"** during the **"period of restoration"** if no direct physical loss or damage had occurred; and
- b. All expenses that reduce the **"extra expense"** that otherwise would have been incurred.

We will deduct from the total **"extra expense"** incurred the salvage value of any property bought for temporary use during the **"period of restoration"**, once **"operations"** are resumed.

3. Resumption of Operations

We will reduce the amount of **"extra expense"** paid to the extent you can return **"operations"** to normal and discontinue such **"extra expense"**.



Named Storm--Direct Damage and Time Element Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
CONTRACTOR'S EQUIPMENT COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
INSTALLATION PROPERTY COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

- A.** The Named Storm--Direct Damage and Time Element Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.

All loss or damage arising out of the same **"named storm"** will constitute a single occurrence. For purposes of this insurance, a **"named storm"** begins at the time a Watch or Warning is issued by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service, the Central Pacific Hurricane Center, the National Hurricane Center, or any comparable worldwide equivalent for the area in which the affected **"premises"** is located, and ends 72 hours after the termination of the last Watch or Warning issued for that area.

- B.** With respect to any **"premises"** at which a Named Storm--Direct Damage and Time Element Deductible is shown on the Declarations, the following is added to the Deductible section in the following forms:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
CONTRACTOR'S EQUIPMENT COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
INSTALLATION PROPERTY COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

With respect to all loss or damage caused directly or indirectly by a **"named storm"**, regardless of whether any other cause or event, including a **"mistake"**, **"malfunction"**, or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense at any one "**premises**" in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Named Storm--Direct Damage and Time Element Deductible shown on the Declarations for that "**premises**". We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one "**premises**" suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to the covered loss, damage, cost, or expense for each "**premises**".

The Named Storm Deductibles apply to all covered loss, damage, cost, or expense covered by "**time element coverage**" when the loss, damage, cost, or expense is caused directly or indirectly by a "**named storm**" even if no other deductible applies to the "**time element coverage**".

C. The following is added to the COMMERCIAL PROPERTY DEFINITIONS:

"**Named storm**" means any storm or weather disturbance that is named by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service, the Central Pacific Hurricane Center, the National Hurricane Center, or any comparable worldwide equivalent.



Earth Movement Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

A. COVERAGE

The Earth Movement exclusion does not apply to loss or damage at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Earth Movement. However, we will not pay for loss or damage caused directly or indirectly by any **"earth movement"** that begins before the inception of this Commercial Property Coverage Part.

All earthquake shocks that occur within any single 168-hour period will constitute a single occurrence. The expiration of this policy will not reduce the 168-hour period.

If the Earth Movement and Flood Coverage--Specified Property endorsement is included in this Commercial Property Coverage Part, this endorsement does not apply to property covered by that endorsement.

B. ADDITIONAL EXCLUDED CAUSES OF LOSS

1. Mine Subsidence

We will not pay for loss or damage caused directly or indirectly by **"mine subsidence"**. Such loss or damage is excluded regardless of any other cause or event, including **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"mine subsidence"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage solely caused by that fire, explosion, or theft.

2. Off-Premises Damage

We will not pay for loss or damage caused directly or indirectly by **"earth movement"** at any of the following locations:

- a. **"Cloud facility";**
- b. **"Dependent premises";**
- c. Fairs or exhibitions;

- d. "Newly acquired premises";
- e. "Reported unscheduled premises";
- f. "Unreported premises"; or
- g. Any location used to provide power or other utility service to "**premises**".

C. LIMITS OF INSURANCE

1. Premises Limits

The most we will pay in any one occurrence for loss or damage caused directly or indirectly by "**earth movement**" under this endorsement at any one "**premises**" is the Limit of Insurance shown on the Declarations for Earth Movement for that "**premises**".

2. Occurrence Limits

The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by "**earth movement**" under this endorsement at all "**Schedule A Premises**" is the occurrence Limit of Insurance shown on the Declarations for Earth Movement--Schedule A Premises.

The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by "**earth movement**" under this endorsement at all "**Schedule B Premises**" is the occurrence Limit of Insurance shown on the Declarations for Earth Movement--Schedule B Premises.

3. Annual Aggregate Limits

The most we will pay for all loss or damage caused directly or indirectly by "**earth movement**" under this endorsement in any one policy year, regardless of the number of occurrences or "**Schedule A Premises**" involved, is the Annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement--Schedule A Premises.

The most we will pay for all loss or damage caused directly or indirectly by "**earth movement**" under this endorsement in any one policy year, regardless of the number of occurrences or "**Schedule B Premises**" involved, is the Annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement--Schedule B Premises.

These Limits are included in, and not in addition to, any other applicable Limits of Insurance.

D. DEDUCTIBLE

- 1. The Earth Movement Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- 2. With respect the coverage provided by this endorsement, the Deductible section is replaced by the following:

We will not pay for loss, damage, cost, or expense at any one "**premises**" in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Earth Movement Deductible shown on the Declarations for that "**premises**". We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one "**premises**" suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to covered loss, damage, cost, or expense at each "**premises**".

E. COINSURANCE

The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

F. ADDITIONAL DEFINITIONS

With respect to coverage provided by this endorsement, the following are added to the COMMERCIAL PROPERTY DEFINITIONS:

"Mine subsidence" means subsidence of a man-made mine, whether or not mining activity has ceased.

"Schedule A Premises" means **"premises"** at which the term Schedule A Premises is shown under the Summary of Premises section on the Declarations.

"Schedule B Premises" means **"premises"** at which the term Schedule B Premises is shown under the Summary of Premises section on the Declarations.



Flood Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

A. COVERAGE

The Flood exclusion does not apply to loss or damage at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Flood. However, we will not pay for loss or damage caused directly or indirectly by **"flood"** that begins before the inception of this Commercial Property Coverage Part.

If the Earth Movement and Flood Coverage--Specified Property endorsement is included in this Commercial Property Coverage Part, this endorsement does not apply to property covered by that endorsement.

B. ADDITIONAL EXCLUDED CAUSES OF LOSS

Off-Premises Damage

We will not pay for loss or damage that is caused directly or indirectly by **"flood"** at any of the following locations:

1. **"Cloud facility"**;
2. **"Dependent premises"**;
3. Fairs or exhibitions;
4. **"Newly acquired premises"**;
5. **"Reported unscheduled premises"**;
6. **"Unreported premises"**; or
7. Any location used to provide power or other utility service to **"premises"**.

1. Premises Limits

The most we will pay in any one occurrence for loss or damage caused directly or indirectly by **"flood"** at any one **"premises"** is the Limit of Insurance shown on the Declarations for Flood for that **"premises"**.

2. Occurrence Limit

The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"**, regardless of the number of **"premises"** involved, is the occurrence Limit of Insurance shown on the Declarations for Flood.

3. Annual Aggregate Limit

The most we will pay for loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences or **"premises"** involved, is the Annual Aggregate Limit of Insurance shown on the Declarations for Flood.

These Limits are included in, and not in addition to, any other applicable Limits of Insurance.

D. DEDUCTIBLE

1. The Flood Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
2. With respect to loss or damage caused directly or indirectly by **"flood"**, the Deductible section is replaced by the following:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Flood Deductible shown on the Declarations for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to covered loss, damage, cost, or expense at each **"premises"**.

The Flood Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by covered **"flood"** even if no other deductible applies to the **"time element coverage"**.

E. COINSURANCE

The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
29	X	X		X	
3	X	X		X	
5	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
1	X	X		X	
4	X	X		X	
6	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
9	X	X		X	
10	X	X		X	
11	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
12	X	X		X	
13	X	X		X	
14	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
17	X	X		X	
18	X	X		X	
20	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
21	X	X		X	
23	X	X		X	
27	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
28	X	X		X	
80	X	X		X	
82	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
 COMMERCIAL PROPERTY DEFINITIONS
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
83	X	X		X	

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**" or "**reported unscheduled premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one "**premises**" or "**reported unscheduled premises**" is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

b. The following Additional Coverage is added to the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur, provided such **"extra expense"** was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

2. Business Income

For those **"premises"** and **"reported unscheduled premises"** at which a Business Income Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

3. Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which an Extra Expense Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur, provided such **"extra expense"** was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

4. Research and Development Continuing Expenses

For those "**premises**" at which a Research and Development Continuing Expenses Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY:

We will pay for the actual and necessary "**research and development continuing expenses**" you incur, provided such "**research and development continuing expenses**" were caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

- a. Located away from the "**premises**"; and
- b. Used to provide the services checked by an "X" in the Schedule above to the "**premises**".

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Research and Development Continuing Expenses.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

B. With respect to loss or expense covered by this endorsement, the terms used in the Schedule above mean:

1. Communication

Communication includes video, voice, and data, but does not include "**information technology services**".

2. Power

Power includes all sources of power, including steam and natural gas.

3. Reported Unscheduled Premises (RUP)

The Premises Symbol--RUP means all "**reported unscheduled premises**".

4. T&D Property

The terms With Overhead T&D Property and Without Overhead T&D Property have the following meanings:

- a. With Overhead T&D Property means the property providing the applicable service includes "**overhead transmission and distribution property**" and "**transmission and distribution property**".
- b. Without Overhead T&D Property means the property providing the applicable service includes "**transmission and distribution property**" but does not include "**overhead transmission and distribution property**".

C. ADDITIONAL COVERAGES

- 1. The Civil Authority and Contractual Penalties Additional Coverages contained in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) apply to loss of "**business income**" covered by this

2. The Civil Authority, Contractual Penalties, and Delayed Net Income Additional Coverages contained in the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY apply to loss of **"business income"** and **"research and development continuing expenses"** covered by this endorsement. However, these Additional Coverages will not increase the applicable Off-Premises Service Interruption Limits of Insurance.
3. The Civil Authority Additional Coverage contained in the EXTRA EXPENSE COVERAGE FORM is extended to apply to **"extra expense"** covered by this endorsement. However, this Additional Coverage will not increase the applicable Off-Premises Service Interruption Limits of Insurance.

D. ADDITIONAL DEFINITIONS

The following definitions are added to the COMMERCIAL PROPERTY DEFINITIONS:

"Overhead transmission and distribution property" means property located away from **"premises"** and **"reported unscheduled premises"** and used to provide power or communications services to **"premises"** and **"reported unscheduled premises"**, which consists of:

- a. Overhead wires, cables, lines, conductors, including related equipment used with such property; and
- b. Poles, towers, similar structures, and any property mounted on them, including antennae, transmitters, and transformers.

"Overhead transmission and distribution property" does not mean satellites or any other orbiting equipment.

"Transmission and distribution property" means property located away from **"premises"** and **"reported unscheduled premises"** and used to provide power or communications services to **"premises"** and **"reported unscheduled premises"**, which consists of ground-level or underground wires, cables, lines, conductors, including related ground level or underground equipment used with such property.

"Transmission and distribution property" does not mean **"overhead transmission and distribution property"**.

- E. The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

F. DEDUCTIBLE

We will not pay for any loss of **"business income"**, **"extra expense"**, or **"research and development continuing expenses"** incurred in any one occurrence until the amount of loss or expense incurred exceeds the applicable Deductibles or is incurred after the applicable Waiting Periods shown on the Declarations for Off-Premises Service Interruption--Time Element. We will then pay the amount of actual **"business income"** loss sustained or actual and necessary **"extra expense"** or **"research and development continuing expenses"** incurred in excess of the Deductibles or incurred after the Waiting Periods, up to the applicable Limits of Insurance.

If a Waiting Period is shown on the Declarations, the Waiting Period begins immediately following the direct physical loss of or damage to property directly caused by a **"covered cause of loss"**.

With the exception of any applicable Named Storm Deductibles, any other deductible otherwise applicable to **"business income"**, **"extra expense"**, or **"research and development continuing expenses"** does not apply to coverage provided by this endorsement.



Loss Payable Provisions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMERCIAL PROPERTY CONDITIONS

If loss or damage occurs to Covered Property in which both you and a Loss Payee shown on the Declarations have an insurable interest, the applicable paragraph below will be added to the Loss Payment Condition.

If the Loss Payee is described as Loss Payable, paragraph 1. below applies. If the Loss Payee is described as Lender's Loss Payable, paragraph 2. below applies. A Lender's Loss Payable is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by a written instrument, including a warehouse receipt, a contract for deed, bill of lading, financing statement, mortgage, deed of trust, or security agreement. If the Loss Payee is described as Contract of Sale, paragraph 3. below applies. A Contract of Sale is a person or organization that you have entered into a contract with for the sale of Covered Property. If the Loss Payee is described as Building Owner, paragraph 4. below applies. A Building Owner is the owner of the building in which you are a tenant.

1. LOSS PAYABLE

For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for covered loss or damage jointly to you and the Loss Payee, as interests may appear.

2. LENDER'S LOSS PAYABLE

a. For Covered Property in which both you and the Loss Payee have an insurable interest:

- 1) We will adjust losses with you and pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- 2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- 3) If we deny your claim because of your acts or because you failed to comply with the terms of this Commercial Property Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - a) Pays any premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
 - b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - c) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the Loss Payee.

All of the terms of this Commercial Property Coverage Part will then apply directly to the Loss Payee.

- 4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:
 - a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the principal of the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- b. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - 1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - 2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

3. CONTRACT OF SALE

- a. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - 1) Adjust losses with you; and
 - 2) Pay any claim for covered loss or damage jointly to you and the Loss Payee, as interests may appear.
- b. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

4. BUILDING OWNER

- a. We will adjust losses to the building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- b. We will adjust losses to "**improvements and betterments**" with you, unless the lease provides otherwise.



Texas Changes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. APPRAISAL

1. Except as provided in 2. below, the Appraisal Condition in the COMMERCIAL PROPERTY CONDITIONS is replaced by the following:

APPRAISAL

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each each party will select a competent, disinterested, and impartial appraiser who has no direct or indirect financial interest in the claim and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of each item of lost or damaged property as of the date of loss and amount of loss in accordance with the Valuation provisions of the applicable Coverage Form or, if not stated, the **"actual cash value"** and **"replacement cost"**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding as to the amount of loss. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal:

- a. You will still retain your right to bring a legal action against us, subject to the provisions of the Legal Action Against Us Condition; and
 - b. We will still retain our right to deny the claim in whole or in part, based on the terms and conditions of the policy.
2. With respect to losses covered by the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY, the Appraisal Condition in the COMMERCIAL PROPERTY CONDITIONS is replaced by the following:

APPRAISAL

If we and you disagree on the amount of **"net income"** and **"continuing expenses"** or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, disinterested, and impartial appraiser who has no direct or indirect financial interest in the claim and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of **"net income"** and **"continuing expenses"** and the amount of loss.

If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding as to the amount of loss. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal:

- a. You will still retain your right to bring a legal action against us, subject to the provisions of the Legal Action Against Us Condition; and
- b. We will still retain our right to deny the claim in whole or in part, based on the terms and conditions of the policy.

B. Paragraph 1.g. of the Duties in the Event of Loss or Damage Condition in the COMMERCIAL PROPERTY CONDITIONS is replaced by the following:

- g.** Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.

C. Paragraph 6. of the Loss Payment Condition in the COMMERCIAL PROPERTY CONDITIONS is replaced by the following:

6. Claims Handling

- a. Within 15 days after we receive written notice of claim, we will:
 - 1) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
 - 2) Begin any investigation of the claim; and
 - 3) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.
- b. We will notify you in writing as to whether:
 - 1) The claim or part of the claim will be paid;
 - 2) The claim or part of the claim has been denied, and inform you of the reasons for denial;
 - 3) More information is necessary; or
 - 4) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in 1) through 4) above, within:

- 1) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- 2) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

- c. We will pay for covered loss or damage within 5 business days after:

- 1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
- 2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this Commercial Property Coverage Part, we will make payment within 5 business days after the date you have complied with such terms.

D. The following is added to the Loss Payment Condition in the COMMERCIAL PROPERTY CONDITIONS:

Catastrophe Claims

If a claim results from a weather related Catastrophe or a Major Natural Disaster, the claim handling and claim payment deadlines described above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which:

- a. Is declared a disaster under the Texas Disaster Act of 1975; or
- b. Is determined to be a catastrophe by the State Board of Insurance.

Business Day

The term business day means a day other than Saturday, Sunday, or a holiday recognized by the state of Texas.

E. The following is added to the Valuation section of every Coverage Form in the Commercial Property Coverage Part which provides coverage for loss of or damage to **"real property"** due to the fire peril:

Chapter 862 – Subsection 862.053. Policy A Liquidated Demand. A fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. The provisions of this Article shall not apply to **"personal property"**.

F. Paragraphs 4. and 6. of the Mortgageholders Condition in the COMMERCIAL PROPERTY CONDITIONS are replaced by the following:

4. If we deny your claim because of your acts or because you have failed to comply with their terms of this Commercial Property Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - a. Pays any premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
 - b. Submits a signed, sworn proof of loss within 91 days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Commercial Property Coverage Part will then apply directly to the mortgageholder.

6. If this policy is cancelled, we will give the mortgageholder named on the Declarations written notice of cancellation.

If we cancel this policy, we will give written notice to the mortgageholder at least:

- a. 14 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

If you cancel the policy, we will give the mortgageholder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

- G.** The Legal Action Against Us Condition in the COMMERCIAL PROPERTY CONDITIONS is replaced by the following:

LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Commercial Property Coverage Part unless:

1. There has been full compliance with all of the terms of this Commercial Property Coverage Part; and
2. The action is brought within 2 years and one day from the date the cause of action first accrues. A cause of action first accrues on the date of the initial breach of our contractual duties alleged in the action.

H. CONDOMINIUM ADDITIONAL PROVISIONS

If this policy covers a Condominium Association, and the condominium property contains at least one residence or the Condominium Declarations conform with the Texas Uniform Condominium Act, then the following paragraphs apply:

1. The following are added to the COMMERCIAL PROPERTY CONDITIONS:

ACT OR OMISSION

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

WAIVER OF RIGHTS OF RECOVERY

We waive our rights to recover payment against:

1. Any unit-owner described on the Declarations including the developer and members of his or her household;
2. The Association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

UNIT-OWNER'S INSURANCE

A unit-owner may have other insurance covering the same property as this Commercial Property Coverage Part. If so, the coverage provided by this Commercial Property Coverage Part is primary and does not contribute with such other insurance.

2. Loss Payment -- Insurance Trustee

The following is added to the Loss Payment Condition in the COMMERCIAL PROPERTY CONDITIONS:

If you name an insurance trustee, we will adjust the losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

3. Mortgageholders

Paragraphs 2., 6., and 7. of the Mortgageholders Condition in the COMMERCIAL PROPERTY CONDITIONS are replaced by the following:

2. If the condominium is terminated, we will pay for covered loss of or damage to buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss of or damage to buildings or structures to you, or the insurance trustee designated for that purpose, in accordance with this Loss Payment Condition.

6. If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

If you cancel the policy, we will give the mortgageholder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

7. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 30 days before the expiration or anniversary date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

A. Paragraphs 2., 3., and 5. of the Cancellation Common Policy Condition are replaced by the following:

2.a. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we may cancel this policy by mailing or delivering written notice of cancellation, at least 30 days before the effective date of cancellation, to:

- (1) The first Named Insured; and
- (2) Each unit-owner to whom we issued a certificate or memorandum of insurance.

If we cancel this policy, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

b. If the policy covers a risk other than the risk described in Paragraph 2.a., then we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 14 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

If we cancel this policy, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

c. In compliance with Texas law, we will not cancel this policy solely because the policyholder is an elected official.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will also mail or deliver notice of cancellation to each unit-owner to whom we issued a certificate or memorandum of insurance, to each last mailing address known to us.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. However, the cancellation will be effective even if we have not made or offered a refund. The notice of cancellation will state that unearned paid premium, if not tendered, will be refunded on demand.

B. The following condition is added and applies unless Paragraph D. applies:

NONRENEWAL

1. If we elect not to renew this policy, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such nonrenewal.

2. In compliance with Texas law, we will not refuse to renew this policy solely because the policyholder is an elected official.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then:

a. We will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to the first Named Insured and to each unit-owner to whom we issued a certificate or memorandum of insurance.

- b. We will mail or deliver such notice to each last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Cancellation – One- And Two-Family Dwellings And Governmental Property

The following applies to all policies that provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one and two-family dwellings:

- 1. Paragraph **A.5.** above is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.

The refund will be pro rata if:

- a. We cancel this policy; or
- b. The first Named Insured cancels this policy because:
 - (1) We refused to provide additional coverage which the first Named Insured requested under the policy; or
 - (2) We reduced or restricted coverage under the policy without the consent of the first Named Insured.

The refund may be less than pro rata if the first Named Insured cancels this policy for a reason other than those listed in **b.(1)** and **b.(2)** above.

- 2. The following provisions are added to the **Cancellation** Common Policy Condition:

- a. If this policy has been in effect for less than 90 days and is not a renewal of a policy we issued, we may cancel coverage for any reason.
- b. If this policy has been in effect for 90 days or more or is a renewal of a policy we issued, we may cancel coverage only for the following reasons:
 - (1) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (2) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (3) If the Named Insured submits a fraudulent claim; or

- (4) If there is an increase in the hazard covered by this policy that is within the control of the Named Insured and would produce an increase in the premium rate of this policy.

- c. If such coverage is cancelled, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

- d. In compliance with Texas law, we will not cancel such coverage solely because the policyholder is an elected official.

- D. The following condition is added:

NONRENEWAL – ONE- AND TWO-FAMILY DWELLINGS AND GOVERNMENTAL PROPERTY

- 1. If we elect not to renew coverage on one- and two-family dwellings or on governmental units, we will mail or deliver written notice of nonrenewal to the first Named Insured and any mortgageholder shown in the Declarations, at least 30 days before the expiration date. Proof of mailing will be sufficient proof of notice.

We will, at the request of the Named Insured, provide a written statement of the reason or reasons for such nonrenewal.

If we fail to give the first Named Insured proper notice of our refusal to renew, the first Named Insured may require us to renew the policy.

- 2. We may elect not to renew such coverage for any reason, subject to the exceptions and limitations in Paragraphs **3.** and **4.** below.
- 3. We will not refuse to renew coverage:
 - a. Solely because the policyholder is an elected official; or
 - b. Because of claims for losses resulting from natural causes.

4. Claims That Do Not Result From Natural Causes

- a. If we have previously notified you as provided in **b.** below, we may refuse to renew coverage if the Named Insured has filed under this policy, in any three-year period, three or more claims that do not result from natural causes.
- b. If the Named Insured has filed two such claims in a period of less than three years, we may notify the first Named Insured in writing that, if the Named Insured files a third such claim during the three year period, we may refuse to renew coverage.
- c. A claim does not include a claim that is filed but is not paid or payable under the policy.



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Commercial Property Coverage Part Property Portfolio Protection Revision of Forms and Endorsements Advisory Notice to Policyholders

This is a summary of the major changes in your Commercial Property Coverage Part. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverage you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

The material in this notice makes reference to form and endorsement numbers; **however, not all forms and endorsements are included in a particular policy.**

Commercial Property Coverage Part General Provisions (PPP-0101)

- Language has been added under the Deductibles section to contemplate that water damage and theft may be subject to separate deductible amounts. The wind or wind/hail deductible language has been modified to clarify the all other peril deductible applies unless there is a separate wind or wind/hail deductible on the policy.

Commercial Property Conditions (PPP-0102)

Reduction or Potential Reduction in Coverage:

- The Coverage Territory condition has been modified to eliminate Canada for other than transit losses. Our Envoy product would cover Canada risks.

Commercial Property Definitions (PPP-0103)

- Four new definitions have been added:
- **“Cloud Facility”** to specify intent for new **Cloud Coverage** form **PPP-0417**
- **“Computer systems”** added as a term within **Cloud Coverage** form **PPP-0417**
- **“Green roofing systems”** to provide coverage without the optional **Better Green** endorsement
- **“Information technology services”** added as a term within **Cloud Coverage** form **PPP-0417**

A number of definitions have been modified

- **“Continuing expenses”** was amended to clarify that **“continuing expenses”** does not include non-continuing expenses
- **“Contractor’s equipment”** was amended to add what **“contractor’s equipment”** does not mean as temporary forms, shoring and false work are provided as an additional coverage with a sub limit in the Contractors Equipment Coverage Form.
- **“Contributing locations”** was amended to clarify the intent
- **“Electronic vandalism”** was broadened to include **“research and development property”**
- **“Improvements and betterments”** was broadened to include additional cover for tenant contract responsibility
- **“Installation or service premises”** was broadened to include a location where you are constructing property
- **“Landscaping materials”** was amended to include **“green roofing systems”**
- **“Outdoor trees, shrubs, plants, or lawns”** was amended for what **“green roofing systems”** does not mean
- **“Personal property”** was amended for what **“green roofing systems”** does not mean
- **“Real property”** was amended to include **“green roofing systems”**
- **“Temporary storage location”** was amended to expand coverage for locations leased, rented or occupied for less than one year



Real and Personal Property Coverage Form (PPP-0110)

- Language under the exclusion of Process Failures, Defects or Errors has been modified to clarify the coverage intent of lack of maintenance and not an error while performing maintenance
- Language under Dishonest Acts has been reformatted

Broadened Coverage:

- **“Green roofing systems”** has been added to the form with a broadened peril set than previously provided under the optional **Better Green** endorsement.

Additional Coverages Form (PPP-0111)

- Language under Electronic Vandalism-Direct Damage was expanded to include **“research and development property”** and will apply when the Research and Development Property Coverage Form (PPP-0118) applies to a premises.

Accounts Receivable Coverage Form (Revenue Loss) (PPP-0112)

Fine Arts Coverage Form (PPP-0114)

Original Information Property Coverage Form (PPP-0116)

- Language under Defects or Errors has been modified to clarify the coverage intent of lack of maintenance and not an error while performing maintenance.
- Language under Dishonest Acts has been reformatted

Installation and Service Property Coverage Form (PPP-0115)

- Language under Process Failures, Defects or Errors has been modified to clarify the coverage intent of lack of maintenance and not an error while performing maintenance.
- Language under Dishonest Acts has been reformatted

Transit Coverage Form (PPP-0117)

- Language under Dishonest Acts has been reformatted

Research and Development Property Coverage Form (PPP-0118)

- Language under the Additional Coverages has been revised to clarify that the additional coverage applies to a “premises” for which you have purchased the optional coverage for **“research and development property”**
- Language under the Artificially Maintained Conditions and the Off-Premises Service Interruption exclusion had been clarified to indicate the exception for coverage provided in the Additional Coverages section
- Language under Process Failures, Defects or Errors has been modified to clarify the coverage intent of lack of maintenance and not an error while performing maintenance.
- Language under Dishonest Acts has been reformatted

Business Income Coverage Form (Excluding Extra Expense) (PPP-0130)

Business Income Coverage Form Including Research and Development Continuing Expenses (Excluding Extra Expense)--Technology (PPP-0131)

- Language under Civil Authority has been revised to clarify the intent
- Language under Expense to Reduce loss has been amended to clarify it is subject to the Business Income limit
- Language under Ingress/Egress has been amended to clarify the loss or damage but be directly caused by a **“covered cause of loss”**
- **“Green roofing systems”** has been added to the list of excepted property types under the Real or Personal Property exclusion.
- **“Green roofing systems”** has been added to the Limitations to remain consistent with the causes of loss excepted in the Real and Personal Property Coverage Form.

**Extra Expense Coverage Form (PPP-0132)**

- Language under Civil Authority has been revised to clarify the intent
- Language under Ingress/Egress has been amended to clarify the loss or damage but be directly caused by a **“covered cause of loss”**
- **“Green roofing systems”** has been added to the list of excepted property types under the Real or Personal Property exclusion.
- **“Green roofing systems”** has been added to the Limitations to remain consistent with the causes of loss excepted in the Real and Personal Property Coverage Form.

Contractor’s Equipment Coverage Form (PPP-0140)

- Language under the exclusion for Process Failures, Defects or Errors has been modified to clarify the coverage intent of lack of maintenance and not an error while performing maintenance
- Language was modified in the Deductible section to allow for an option of waiting period
- Language under Dishonest Acts has been reformatted

Broadened Coverage:

- Language was amended to include two new additional coverages
 1. Contractor’s Equipment Continuing Lease or Rental Payments
 2. Contractor’s Equipment Fire Department Service Charge
- Language was modified in the Deductible section to \$ 0 out the deductible for theft if the “contractors equipment” was registered with National Equipment Register prior to the loss

Installation Property Coverage Form (PPP-0141)

- Language under the exclusion for Process Failures, Defects or Errors has been modified to clarify the coverage intent of lack of maintenance and not an error while performing maintenance
- Language under the valuation for installation property was clarified to reflect what the cost was at the time of loss or damage if not repaired, replaced or rebuilt
- Language under Dishonest Acts has been reformatted

Broadened Coverage:

- Language was amended to include two new additional coverages
 1. Installation Property Fire Department Service Charge
 2. Installation Property Pollutant Clean Up- Land and Water
- Language was added to the Additional Conditions section to address additional insured’s as respects to their financial interest

Reduction or Potential Reduction in Coverage

- A Property Not Covered section was added to the policy to exclude coverage for contraband or property in the course of illegal transportation or trade.

Riggers Liability Coverage Form (PPP-0142)

- Language under the exclusion for Process Failures, Defects or Errors has been modified to clarify the coverage intent of lack of maintenance and not an error while performing maintenance

Reduction or Potential Reduction in Coverage

- Language under Property Not Covered has been modified from lawns to land
- Buildings or other structures has been added to the list of Property Not Covered
- Precipitation damage to property in the open has been added as an exclusion

Increased Cost of Construction Exclusion (PPP-0210)

- Language has been amended under the definition for **“replacement cost”** to reflect “new” materials
- Language has been clarified under the definition of “period of restoration” with no change in intent



Named Storm--Direct Damage Deductible (PPP-0216)

Named Storm--Direct Damage and Time Element Deductible (PPP-0217)

Named Storm--Direct Damage and Time Element Deductible (Premises and Reported Unscheduled Premises) (PPP-0218)

Named Storm Occurrence--Direct Damage and Time Element Deductible (PPP-0219)

Named Storm Sublimit--Contractor's Equipment and Installation Property (PPP-0247)

Reduction or Potential Reduction in Coverage

- The definition of **"named storm"** has been amended by separating out the occurrence portion of the definition.
- Language has been added to clarify an occurrence of when a "named storm" begins and ends

Personal Property Redefined--Contractors (PPP-0240)

- **"Green roofing systems"** was added to the list of what **"personal property"** does not mean. This is to remain consistent with adding **"green roofing systems"** under what **"real property"** does mean within the Commercial Property Definitions form

Dependent Premises Business Income Coverage--Scheduled Limits and Locations (PPP-0301)

- Language under Additional Coverages for Civil Authority has been modified to clarify intent
- Language with respect to civil authority has been added to the Optional Coverage section
- The Deductible section has been moved to follow the Optional Coverage section

Dependent Premises Business Income Coverage--Unscheduled Locations (PPP-0302)

- Language under Additional Coverages for Civil Authority has been modified to clarify intent
- Language with respect to civil authority has been added to the Optional Coverage section

Dependent Premises Extra Expense Coverage--Scheduled Limits and Locations (PPP-0303)

- Language was restated to include the time limitation for Civil Authority within the Civil authority coverage grant

Earth Movement Coverage (PPP-0304)

Earth Movement Coverage--Premises and Reported Unscheduled Premises (PPP-0306)

Flood Coverage (PPP-0310)

Flood Coverage--Premises and Reported Unscheduled Premises (PPP-0311)

- These optional endorsements were modified to reflect that a "cloud facility" as part of the new Cloud Facility Coverage is added as a location under Off-Premises Damage locations excluded from coverage.

Off-Premises Service Interruption--Direct Damage (PPP-0320)

- Language referencing Including or Excluding was modified to With or Without
- Language was added to advise what the term Communication does and does not include to clarify **"information technology systems"** is not included

Off-Premises Service Interruption--Time Element (PPP-0321)

- Language referencing Including or Excluding was modified to With or Without
- Language was added to advise what the term Communication does and does not include to clarify **"information technology systems"** is not included
- Language was modified by splitting out how the policy responds to Business Income and Extra Expense when the policy is issued with a Blanket Business Income and Extra Expense limit
- Language under the deductible section was clarified to restate what we pay after the deductible or waiting period is exceeded



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Better Green Coverage (PPP-0331)

- Language throughout the form relating to “**green roofing systems**” was removed from this Optional Endorsement as it is now provided with a broader peril set under the Real and Personal Property Coverage Form (PPP-0110)

Scheduled Contractor’s Equipment—Special Valuation (PPP-0340)

Broadened Coverage:

- Language has been amended to reflect “new” materials for valuation
- Language has been added to include the costs of in force service contracts, warranties, and the like in the valuation

Financial Institution Coverage (PPP-0402)

- Language has been modified under the definitions of “**newly acquired premises**” and “**unreported premises**” to add “**rigging premises**” to what each does not mean. This remains consistent with their definitions as listed in the Commercial Property Definitions Form PPP-0103
- Language for the definition of “**personal property**” does not mean was modified to include “**Green roofing systems**” which remains consistent with its definitions as listed in the Commercial Property Definitions Form PPP-0103 (03 14)

Golf Course Outdoor Grounds Coverage (PPP-0404)

Limited Golf Course Outdoor Grounds Coverage (PPP-0407)

Reduction or Potential Reduction in Coverage:

- The valuation provision has been amended to reduce the number of months from 24 to 12 in which you have to replace damaged trees and receive loss payment.
- The valuation provision has been amended to sub limit per occurrence the amount payable for all damaged trees that are not replaced.

Healthcare Industry Coverage (PPP-0409)

- Language has been added to the mobile medical equipment provision to reflect how the amount of covered damage will be determined in a loss.
- Language has been added to optionally choose a per item limit lower than the occurrence limit

Broadened Coverage:

- The definition of “**Mobile medical equipment**” has been amended to include any trailer to which the equipment is permanently attached.
- Language has been added to include the costs of in force service contracts, warranties, and the like in the valuation

Contingent Real Property Coverage (PPP-0410)

- A modification of language was made as to reasons this insurance is primary

Loss Payable Provisions (PPP-0502)

Broadened Coverage:

- A provision has been added to include Building Owner as an option for Loss payee

**ZURICH**[®]**Notification to Others of Cancellation**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
THE WOODMONT COMPANY	90
4275 EXECUTIVE SQUARE	
LAJOLLA, CA 92037	

All other terms and conditions of this policy remain unchanged.

**ZURICH®****Notification to Others of Cancellation**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ALL ADDITIONAL INTERESTS WHERE REQUIRED BY CONTRACT	30

All other terms and conditions of this policy remain unchanged.



General Liability Supplemental Coverage Endorsement – Real Estate – Enhancement

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" means any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a)**, **(b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

B. Additional Insureds – Lessees of Premises

- 1.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your

ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - c. Ends when the person or organization ceases to lease or rent premises from you.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **B.1.** above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **B.** shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **C.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs (4) or (6) above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf; and
resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The additional insurance provided by this Paragraph D. does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this Paragraph **D.**, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement), or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

F. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

G. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

H. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
 - (2) Liability for "personal and advertising injury" if:
 - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
 - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
 - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.
- Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:
- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
 - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B:**

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

I. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B:**

Paragraphs **1.b.** and **1.d.** are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

J. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

- a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section **III – Limits Of Insurance:**

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others.

- b. The following is added to Section **III – Limits Of Insurance:**

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

K. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

L. Definition – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

M. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

N. Non-Owned Aircraft and Watercraft

Exclusion **g. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

O. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

P. Definition – Mobile Equipment

Paragraph **f.** of "mobile equipment" definition is replaced by the following:

- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Q. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

R. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

S. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

T. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

U. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

V. Liberalization Condition

The following condition is added to Section IV – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise our forms during the policy period which would broaden the coverage provided by any form that is a part of the Coverage Part without an extra premium charge, the broader coverage will apply to this Coverage Part. This condition is effective upon the approval of such broader coverage in the state where your policy is issued to the first Named Insured.

All other terms and conditions of this policy remain unchanged.



Broad Form / Newly Acquired Named Insured Endorsement – Real Estate – Enhancement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% of the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the earliest of the following:
 - (1) The 180th day after you acquire or form the organization;
 - (2) You no longer maintain an ownership interest of more than 50% of the organization; or
 - (3) The end of the policy period;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

All other terms and conditions of this policy remain unchanged.



Recording And Distribution Of Material Or Information In Violation Of Law Exclusion [®] ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Exclusion q. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" directly or indirectly arising out of or based upon any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion p. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph 2. **Exclusions** of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" directly or indirectly arising out of or based upon any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of this policy remain unchanged.

Policyholder Notice - General Liability Access Or Disclosure Of Confidential Or Personal Information Exclusions



This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is a conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsements, which applies to your renewal policy being issued by us:

CG 21 06 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data – related Liability – With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent.
- Under Coverage **B** - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 21 07 05 14 – Exclusion – Access or Disclosure of Confidential or Personal Information and Data-related Liability – Limited Bodily Injury Exception Not Included (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent. Coverage is also excluded for damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This is a reduction of coverage.
- Under Coverage **B** – Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction of coverage.

CG 21 08 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 04 37 05 14 – Electronic Data Liability (For Use With The Commercial General Liability Coverage Part)

With respect to damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent.
- Under Coverage **B** – Personal And Advertising injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction of coverage.

CG 33 53 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data – related Liability – With Limited Bodily Injury Exception (For Use With The Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Parts)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent.

CG 33 59 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – Limited Bodily Injury Exception Not Included (For Use With The Owners And Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent. Coverage is also excluded for damages because of bodily injury arising out of loss, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This is a reduction of coverage.

Employee Benefits Liability - Occurrence Coverage Form



This Coverage Form provides *occurrence* coverage. Please read the entire form carefully.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words 'you' and 'your' refer to the Named Insured shown in the Declarations. The words 'we', 'us', and 'our' refer to the Company providing this insurance.

Other words and phrases that appear in quotes have special meaning. Refer to the Definitions Section.

Section I. Coverage - Employee Benefit Liability

1. Insuring Agreement

- A.** We will pay those sums that the "insured" becomes legally obligated to pay as damages because of any act, error, or omission of the "insured" in the "administration" of the "insured's" "employee benefit programs". We will have the right and duty to defend the "insured" against any suit seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for any act, error, or omission for which this insurance does not apply. We may, at our discretion, investigate any claim and settle any "suit" that may result; but:

- 1.** The amount we pay for damages is limited as described in Section II. - Limits of Insurance of this Coverage Part; and
- 2.** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Employee Benefit Liability coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments of this Coverage Part.

- B.** This insurance applies to an act, error or omission only if:
- 1.** The act, error, or omission takes place in the "coverage territory";
 - 2.** The "insured" had no knowledge of and could not have reasonably foreseen any circumstances which might result in a claim or "suit"; and
 - 3.** The act, error, or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to any:

- A.** "Bodily injury", "property damage" or "personal and advertising injury";
- B.** Any "claim" or "suit" arising out of any dishonest, fraudulent, criminal or malicious act;
- C.** Any "claim" or "suit" arising out of discrimination or humiliation;
- D.** Any "claim" or "suit" arising out of an insurer's or other provider's failure to perform its contract;
- E.** Any "claim" or "suit" arising out of your failure to comply with any workers compensation, unemployment insurance, social security, or disability benefits law;
- F.** Any "claim" or "suit" arising out of the failure of any of your "employee benefit plans" to meet obligations due to insufficient funds;
- G.** Any "claim" or "suit" arising out of:
 - a.** Advice given to any person to participate or not participate in a plan or program included in "employee benefit programs";
 - b.** The appointment of, or failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;
 - c.** Any investment activity, including the management, administration, or disposition of assets of your "employee benefit programs"; or
 - d.** Failure of any investment to perform as represented by any "insured".
- H.** Any "claim or "suit" arising out of an "Insured's" liability as a fiduciary under:

- a. The Employee Retirement Income Security Act of 1974 (PL93-406) and its amendments; or
- b. The Internal Revenue Code of 1986 (including the Internal Revenue Code of 1954) and its amendments.

3. Supplementary Payments

We will pay, in addition to the applicable Limits of Insurance, with respect to any claim we investigate or settle or "suit" we defend:

- A. All expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us, and all interest on the full amount of any judgment which accrues after entry of the judgment and before we have paid or tendered or deposited in court, that part of the judgment which does not exceed the limit of our liability.
- B. Premiums on appeal bonds required and on bonds to release attachments in any "suit". We do not have to furnish these bonds.
- C. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- D. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

II. Limits of Insurance

- A. The Limits of Insurance shown in the Declarations and the rules below establish the most we will pay regardless of the number of:
 - (1) "Insureds";
 - (2) Claims made or "suits" brought; or
 - (3) "Employees" or dependents or beneficiaries of "employees" making claims or bringing "suits".
- B. The Aggregate Limit is the most we will pay for all damages because of all "claims" or "suits" arising from the "administration" of your "employee benefit programs" during the policy period.
- C. Subject to the Aggregate Limit provisions in B. above, the Each Act, Error, or Omission Limit is the most we will pay for all damages sustained by any one "employee", including the "employee's" dependents and beneficiaries, because of acts, errors, or omissions committed in the "administration" of your "employee benefit programs".
- D. The limits of this Coverage Part apply separately to each consecutive annual period and to any remain-

ing period of less than 12 months starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. Conditions

A. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of our obligations.

B. Duties in the Event of an Act, Error, Omission, Claim or Suit

- (1) Regardless of whether the loss exceeds any applicable deductible amount, you must see to it that we are notified as soon as practicable of any act, error, or omission which may result in a claim. To the extent possible, notice should include:
 - a. How, when, and where the act, error, or omission took place;
 - b. The names and addresses of any injured "employee", dependents, or beneficiaries of any "employee" and witnesses.
- (2) If a claim is received by any "insured", you must:
 - a. Immediately record the specifics of the claim and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.
- (3) You and any other involved "insured" must:
 - a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury to which this insurance may also apply.
- (4) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

C. Legal Action Against Us

No person or organization has a right:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured", and the claimant or the claimant's legal representative.

D. Other Insurance

- (1) This Coverage Part is primary insurance, except when stated, to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which applies to the loss on an excess or contingent basis, the amount of our liability under this Coverage Part shall not be reduced because of such other insurance.
- (2) When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, we shall not be liable for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. Contribution by Equal Shares

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

b. Contribution by Limits

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

E. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- (1) As if each Named Insured were the only Named Insured; and
- (2) Separately to each "insured" against whom claim is made or "suit" is brought.

F. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

IV. Definitions

A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- (1) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- (2) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. "Administration" means:

- (1) Counseling "employees", including their dependents and beneficiaries, with respect to "employee benefit programs";
- (2) Handling records in connection with "employee benefit programs"; or
- (3) Effecting or terminating an "employee's" participation in a plan included in "employee benefit programs".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "Coverage territory" means:

- (1) The United States of America (including its territories and possessions), Puerto Rico, and Canada; or
- (2) All parts of the world if the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **D. (1)** above, or in a settlement to which we agree.

E. "Employee" means:

Your officers and employees, whether actively employed, disabled, or retired.

F. "Employee benefit programs" mean:

Group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers compensation, unemployment insurance, salary continuation

plans, social security, disability benefits insurance, savings plans, vacation plans, or any other similar plans or programs.

G. "Insured" means:

You and any of your partners, executive officers, directors, members, stockholders or "employees", provided such "employee" is authorized to act in the "administration" of your "employee benefit programs".

H. "Personal and advertising injury" means:

Injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- (1) False arrest, detention, or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- (4) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
- (5) Oral or written publication, in any manner, of material that violates a person's right of privacy;
- (6) The use of another's advertising idea in your "advertisement"; or

- (7) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

I. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property.
- (2) Loss of use of tangible property that is not physically injured.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications, software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

J. "Suit" means:

A civil proceeding in which damages to which this insurance applies is alleged. "Suit" includes:

- (1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Silica or Silica Mixed Dust Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Products-Completed Operations Liability Coverage Part

The following additional exclusion is added to **2. Exclusions** of **Section I. Coverages**:

2. Exclusions

This insurance does not apply to:

Silica or Silica Mixed Dust

- A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by the actual, alleged or threatened inhalation, ingestion, absorption, exposure to, existence of or presence of "silica"; or
- B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any manner responding to or assessing the effects of "silica" by any insured or by any other person or entity.
- C. For the purposes of this exclusion, the following definition applies:
 "Silica" means:
 - (1) Any form of crystalline or non-crystalline (amorphous) silica, silica particles, silica compounds, silica dust or silica mixed or combined with dust or other particles; or
 - (2) Synthetic silica, including precipitated silica, silica gel, pyrogenic or fumed silica or silica-flour.

EMPLOYEE BENEFIT LIABILITY COVERAGE PART – OCCURRENCE DECLARATIONS

Policy Number: CPO 5761195-02

Named Insured: THE WOODMONT COMPANY, ET AL

Policy Period: Coverage begins 06-30-2015 at 12:01 A.M; Coverage ends 06-30-2016 at 12:01 A.M

Producer Name: HUB INTERNATIONAL INSURANCE SERVICES

Producer No. 36114-000

Item 1. Limits of Insurance

\$ 2,000,000 Aggregate Limit
\$ 1,000,000 Each Act, Error or Omission Limit

Item 2. Form of Business:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation
☐ Other

Item 3. Premium Schedule:

Code No.	Premium Basis (Estimated Number of Employees)	Rate	Advance Premium
<u>92100</u>	<u>150</u>	\$ <u>INCL</u> Per Employee	\$ <u>INCL</u>
		\$ <u>INCL</u> Flat Charge	\$ <u>INCL</u>

Total Advance Premium For This Coverage Part: \$ INCL

Audit Period: ☐ Annual ☐ Semi-annual ☐ Quarterly ☐ Monthly

Forms And Endorsements Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: CPO 5761195-02

AMERICAN ZURICH INSURANCE COMPANY

Named Insured THE WOODMONT COMPANY, ET AL

Policy Period: Coverage begins 06-30-2015 at 12:01 A.M.; Coverage ends 06-30-2016 at 12:01 A.M.

Producer Name: HUB INTERNATIONAL INSURANCE SERVICES Producer No. 36114-000

Item 1. Business Description: % SILVERGATE BANK**Item 2.** Limits of InsuranceGENERAL AGGREGATE LIMIT \$ 2,000,000PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000EACH OCCURRENCE LIMIT \$ 1,000,000DAMAGE TO PREMISES
RENTED TO YOU LIMIT \$ 1,000,000 Any one premisesMEDICAL EXPENSE LIMIT \$ 10,000 Any one personPERSONAL AND ADVERTISING INJURY LIMIT \$ 1,000,000 Any one person or
organization**Item 3.** Retroactive Date (CG 00 02 ONLY)This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" offense
which occurs before the Retroactive Date, if any, shown here: NONE

(Enter Date or "None" if no Retroactive Date applies)

Item 4. Form of Business and Location Premises

Form of Business: CORPORATION

Location of All Premises You Own, Rent or Occupy: **See Schedule of Locations****Item 5.** Schedule of Forms and Endorsements

Form(s) and Endorsement(s) made a part of this Policy at time of issue:

See Schedule of Forms and Endorsements**Item 6.** Premiums

Coverage Part Premium: \$

Other Premium:

Total Premium: \$

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b.** This insurance applies to such liability assumed by the insured;
- c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f.** The indemnitee:

(1) Agrees in writing to:

- (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
- (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c)** Notify any other insurer whose coverage is available to the indemnitee; and
- (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a)** Obtain records and other information related to the "suit"; and
- (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** — Coverage **A** — Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

Fungi Or Bacteria Exclusion Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. Exclusions of Section I. – Coverage A – Bodily Injury And Property Damage Liability and paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:
 - 1. "Fungi" or "bacteria"; or
 - 2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".
- B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.
- C. For the purposes of this exclusion, the following definitions are added:
 - 1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or byproducts produced or released by fungi.
 - 2. "Spores" means reproductive bodies produced by or arising out of "fungi".
 - 3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion does not apply to any "fungi" or "bacteria" that are, are on, or are contained in, an edible good or edible product intended for human or animal consumption.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: THE WOODMONT COMPANY, ETAL

Address (including ZIP Code):

2100 W 7TH ST

ST WORTH, TX 76107

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.


ZURICH

Lead Liability Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to Paragraph 2. **Exclusions**, of Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions**, of Coverage B - **Personal And Advertising Injury Liability**:

This insurance does not apply to:

Lead

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or related to: the actual, alleged or threatened:
 - (a) Exposure to or existence of lead, paint containing lead, or any other material, product or substance containing lead; or
 - (b) Manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material, product or substance containing lead,
 whether the lead is or was at any time airborne, ingested, inhaled, absorbed, transmitted in any fashion, or found in any form whatsoever, or whether any other cause, event, material, product or substance contributed concurrently or in any sequence to the injury or damage.;
- (2) Any sums that any insured or other entity must pay, repay or reimburse because of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, sample, monitor, clean up, remove, abate, cover, contain, treat, mitigate, or neutralize lead, paint containing lead, or any other material, product or substance containing lead, or in any way respond to, or assess the effects of lead in any form; or
 - (b) Claim or "suit" for damages relating to testing for, sampling, monitoring, cleaning up, removing, abating, covering, containing, treating, mitigating, or neutralizing lead, paint containing lead, or any other material, product or substance containing lead or in any way responding to or assessing the effects of lead in any form.
- (3) Any other loss, cost or expense arising out of, caused by or relating in any way to lead.

Asbestos Exclusion Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Asbestos

- A.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- B.** Any sums that any insured or other entity must pay, repay or reimburse because of any:
 - 1. Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - 2. Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- C.** Any other loss, cost or expense arising out of or relating in any way to asbestos.

Premium And Reports Agreement –**Composite Rated Policies****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under any of the following:

Commercial General Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Owners Contractors Protective Coverage Part
Railroad Protective Coverage Part

Schedule**1. Unit of Exposure:**

<input type="checkbox"/> Gross sales	<input checked="" type="checkbox"/> Area	<input type="checkbox"/> Gallons
<input type="checkbox"/> Each	<input type="checkbox"/> Rooms	<input type="checkbox"/> General Liability Payroll
<input type="checkbox"/> Admissions	<input type="checkbox"/> Units	<input type="checkbox"/> Rounds played
<input type="checkbox"/> Total Cost	<input type="checkbox"/> Total Operating Expenditures	<input type="checkbox"/> Occupied rooms
<input type="checkbox"/> Licensed Autos	<input type="checkbox"/> Workers Compensation Payroll	<input checked="" type="checkbox"/> Other <u>PAYROLL</u>

2.

Coverage / Description	Unit of Exposure	Rate(s)	Estimated Premium(s)
OFFICE	53,036	12.30	\$652
SHOPPING CENT	1,018,793	28.44	\$28,974
VACANT LAND	16.25	3.42	\$56
PARKING	4,064,639	13.58	\$55,198
PAYROLL	4,283,195	1.99	\$8,524
GL SUPP			\$3,369
TRIA			\$1,935
TAX & SURCHARGES			\$102

(Add more rows as required)

3. Deposit Premium: \$98,810
4. Minimum Premium: INCLUDED

Condition 5, **Premium Audit**, of Section IV, **Commercial General Liability Conditions**, is replaced by the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part according to our rules and the composite rates shown in the Schedule above or attached hereto.
- b. For policies other than Annual Reporting, the deposit premium shown in the Schedule is due and payable on the first day of the policy period. The first Named Insured will pay, within 20 days following the mailing or delivery of the statement of audited premium for each audit period, the earned premium due.
- c. Within 180 days after this Coverage Part expires we will conduct an audit, which may not be waived. We will compute the earned premium for the policy period by multiplying the composite rate against the total developed exposure. If the earned premium is greater than the sum of the deposit and any interim adjustment premiums, the first Named Insured will pay us the excess; if less, we will return the unearned portion to the first Named Insured. However, the earned premium will not be less than the Minimum Premium as shown in the Schedule.
- d. The first Named Insured must maintain records of the information we need for premium computation and send us copies at such times as we may request.
- e. The units of exposure shown in the Schedule are defined as follows:
 1. **Admissions** means the total number of persons, other than employees of the named insured, admitted to events conducted on the insured premises whether on paid admissions, tickets, complimentary tickets or passes.
 2. **Gallons** means the total number of gallons of liquefied petroleum gasses invoiced on any basis to any customer, whether or not the insured actually takes possession of such gases.
 3. **Gross sales** means gross sales invoiced, before discounts, but does not include taxes collected for any governmental unit.
 4. **Licensed "auto"** means the final average of the number of "autos" at policy inception and the number of "autos" at policy termination.
 5. **Occupied rooms** means the number of rooms actually rented during the policy year in a hotel or other place of lodging.
 6. **General Liability payroll** means total remuneration for all "employees" of the insured as defined in our rating manuals.
 7. **Workers Compensation payroll** means total remuneration for all "employees" of the insured as defined in our rating manuals.
 8. **Rounds played** means the number of both paid and gratuitous rounds of golf played on an 18 hole golf course during the policy year. Rounds that are less than 10 holes will be counted as a half round toward the total number of rounds of golf played.
 9. **Each** means the total number of exposure units as described in the exposure basis.
 10. **Rooms** mean the total number of rooms available for rent in a hotel or other place of lodging.
 11. **Total cost** means the total cost of all work let or sublet in connection with each specified project including the cost of all labor, material and equipment furnished, used or delivered in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and all fees, bonuses or commissions made, paid or due.
 12. **Total Operating Expenditures** means expenditures (including grants, entitlements and shared revenue) without regard to source of revenue, including accounts payable.
 13. **Units** means a single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.
 14. **Area** means the total number of square feet of floor space at the insured premises they occupy or lease to others.
 15. **Other** means the unit of exposure as defined in the Unit of Exposure Schedule of this endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

POLICY NUMBER: CPO 5761195-02

COMMERCIAL GENERAL LIABILITY
CG 01 13 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – EXPERIENCE RATING MODIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Rating Date: 06/14/13
(If no date is entered, the Rating Date is the effective date of the policy.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The rates for this insurance are subject to modification as of the Rating Date as shown in the Schedule, and if this policy is written for three years, the next two anniversary dates of the Rating Date. In each case the modification is to be in accordance with the Manual Rules and General Liability Experience Rating Plan approved for Texas and in effect as of the respective dates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **f.(1)(a)(i)** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- (i) "Bodily injury" or "property damage" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Stop Gap Employer Liability Coverage



Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in **bold face** have special meaning. Refer to **SECTION V - DEFINITIONS**.

SCHEDULE

State(s) OH

Location(s) See Location Schedule for a complete list of locations found in the State(s) shown above

Limits of Liability:

Bodily Injury by Accident Each Accident:	<u>\$1,000,000</u>
Bodily Injury by Disease Policy Limit:	<u>\$1,000,000</u>
Bodily Injury by Disease Each Employee:	<u>\$1,000,000</u>

Deposit Premium: \$ INCL

Minimum Premium: \$ INCL

STOP GAP EMPLOYERS LIABILITY COVERAGE

SECTION I – COVERAGE

COVERAGE S. – STOP GAP EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by the law of the state(s) shown in the Declarations to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of the state(s) shown in the Declarations; and

(2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you.

However, this exclusion only applies to "bodily injury by accident" or "bodily injury by disease" caused or aggravated by an act committed by you where that injury or aggravation of injury was substantially certain to result from that act.

For injury to "employees" subject to Ohio Workers' Compensation Laws, this exclusion applies only if the act causing or aggravating the injury is of deliberate intent as defined by the laws of that state.

For injury to "employees" subject to West Virginia Workers' Compensation Laws, this exclusion applies only if the act causing or aggravating the injury is of deliberate intent as defined by SB744 paragraph (2)(ii).

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment decisions or personnel decisions of the insured.

g. Failure To Comply With 'Workers Compensation Law'

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
 - (2) Otherwise subject to penalty;
- because of your failure to secure your obligations under, or other failure to comply with, any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law pertaining to the minimum age of employment or employees; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Exemplary damages or punitive damages, or any other damages that are determined, in part, through the application of a multiplier.,

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

l. Asbestos

"Bodily injury by accident" or "bodily injury by disease" arising out of asbestos, or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Bodily Injury By Accident – Each Accident Limit shown in the Declarations is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The Bodily Injury By Disease – Aggregate Limit shown in the Declarations is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to 3. above, the Bodily Injury By Disease – Each Employee Limit shown in the Declarations is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part. However, this condition shall not affect our ability to assert or invoke any applicable defense to liability on behalf of the insured.

2. Duties In The Event Of Injury, Claim Suit

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

This insurance is primary, and our obligations are not affected unless any of the other insurance or self-insurance is also primary.

If all of the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
2. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Suit" means a civil proceeding in which damages because of "bodily injury by accident" or "bodily injury by disease" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
8. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
9. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of the state(s) shown in the Declarations. This does not include provisions of any law providing non-occupational disability benefits.



Deductible Endorsement - Occurrence

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Employee Benefits Liability Coverage Part

It is agreed that the following deductible provisions are added to the policy as respects the Employee Benefit Liability Coverage Part:

Deductible: \$ 1,000

1. The deductible amount stated above shall be deducted from the amount of all claims arising out of the same act, error, or omission. We shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable on a per act, error, or omission basis. The Aggregate Limit will not be reduced by the application of such deductible.
2. The terms of this Coverage Part apply regardless of the application of the deductible amount. This includes those terms with respect to:
 - a. Our rights and duties with respect to the defense of "suits"; and
 - b. The "insured's" duties in the event of an act, error, or omission or a claim or "suit".
3. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit". You shall promptly reimburse us for such part of the deductible amount as has been paid by us after we notify you of our action.

POLICY NUMBER: CPO 5761195-02

COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER: CPO 5761195-02

COMMERCIAL GENERAL LIABILITY
CG 21 53 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

- 1. STRUCTURAL ALTERATIONS, MEANING CHANGING THE SIZE OF A BUILDING;**
- 2. MOVING BUILDINGS OR OTHER STRUCTURES;**
- 3. NEW CONSTRUCTION INCLUDING THE DEVELOPMENT OF REAL PROPERTY; OR THE CONSTRUCTION OF REAL PROPERTY ;OR**
- 4. DEMOLITION OPERATIONS, AS RESPECTS TO ITEMS 1 THRU 3 ABOVE.**

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL ESTATE PROPERTY MANAGED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to Exclusion **j. Damage To Property** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:
- 2. Exclusions**
- This insurance does not apply to:
- j. Damage To Property**
- "Property damage" to:
- Property you operate or manage or as to which you act as agent for the collection of rents or in any other supervisory capacity.
- B.** The following is added to Paragraph **4.b.(1)** of **Other Insurance** of **Section IV – Commercial General Liability Conditions**:
- 4. Other Insurance**
- b. Excess Insurance**
- With respect to your liability arising out of your management of property for which you are acting as real estate manager, this insurance is excess over any other valid and collectible insurance available to you, whether such insurance is primary or excess.

POLICY NUMBER: CPO 5761195-02

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

"ANY LOCATION WHERE REQUIRED BY WRITTEN CONTRACT".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC') regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site - <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.

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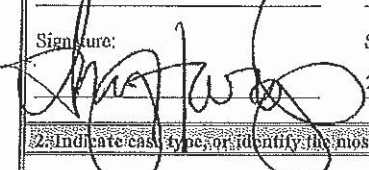
CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____

COURT (FOR CLERK USE ONLY): _____

STYLED Jean Pierre dba Campo Verde Square v. Zurich Ame. Ins. Co. + Bernard Dang
 (e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: _____ Email: _____ Amy B. Hargis ahargis@raiznerlaw.com Address: _____ Telephone: _____ 2402 Dunlavy Street 713-554-9099 City/State/Zip: _____ Fax: _____ Houston, TX 77006 713-554-9098 Signature: _____ State Bar No: _____  24078630		Names of parties in case: Plaintiff(s)/Petitioner(s): <u>Jean Pierre d/b/a Campo Verde Square</u> Defendant(s)/Respondent(s): <u>Zurich American Ins. Co. Bernard Nguyen Dang</u> (Attach additional page as necessary to list all parties)		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____		
2. Indicate case type, or identify the most important issue in the case (select only 1):						
<div style="display: flex; justify-content: space-around;"> <u>Civil</u> Family Law </div>						
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input checked="" type="checkbox"/> Other Debt/Contract: <u>Insurance</u> Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____		Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____		Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage/Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____		Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____				
3. Indicate procedure or remedy, if applicable (may select more than 1):						
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover		
4. Indicate damages sought (do not select if it is a family law case):						
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000						

352nd District Court of TARRANT County, Texas

401 W. BELKNAP FORT WORTH TX 76196-7283

FILED
TARRANT COUNTY
8/5/2016 12:33:08 PM
THOMAS A. WILDER
DISTRICT CLERK**CASE #: 352-286608-16****JEAN PIERRE D/B/A CAMPO VERDE SQUARE****/s/ By Delivering To Its Registered Agent, Corporation Service /s/****Plaintiff****vs****ZURICH AMERICAN INSURANCE COMPANY, AND BERNARD NGUYEN DANG****Defendant****AFFIDAVIT OF SERVICE**

I, **FLOYD J BOUDREAU**, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 08/05/16 9:33 am, instructing for same to be delivered upon Zurich American Insurance Company By Delivering To Its Registered Agent, Corporation Service Company.

That I delivered to : Zurich American Insurance Company By Delivering To Its
Registered Agent, Corporation Service Company. By Delivering to
Kelly Courtney, Customer Service

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND;

at this address : 211 E. 7th Street, Suite 620
AUSTIN, Travis County, TX 78701

Manner of Delivery : by PERSONALLY delivering the document(s) to the person
above.

Delivered on : August 5, 2016 10:00 am

My name is **FLOYD J BOUDREAU**, my date of birth is January 10th, 1943, and my address is Professional Civil Process Downtown, 2211 S. IH 35, Suite 203, Austin TX 78741, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 5 day of

AUG, 2016.

FLOYD J BOUDREAU
384

Declarant

Texas Certification#: SCH-3506 Exp. 02/28/17

Private Process Server

Professional Civil Process Of Texas, Inc

103 Vista View Trail Spicewood TX 78669

(512) 477-3500

PCP Inv#: Z16800025

SO Inv#: A16800638



AX02A16800638

+ Service Fee: 70.00
Witness Fee: .00
Mileage Fee: .00

pisculli

Raizner, Jeffrey L.

E-FILE RETURN

CITATION

Cause No. 352-286608-16

JEAN PIERRE

VS.

ZURICH AMERICAN INSURANCE COMPANY, ET AL

TO: ZURICH AMERICAN INSURANCE COMPANY

B/S REG AGENT-CORPORATION SERVICE COMPANY 211 E 7TH ST STE 620 AUSTIN, TX
78701-3218

You said DEFENDANTS are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 352nd District Court, 100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

JEAN PIERRE, D/B/A CAMPO VERDE SQUARE

Filed in said Court on July 21st, 2016 Against
ZURICH AMERICAN INSURANCE COMPANY, BERNARD NGUYEN DANG

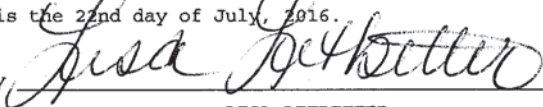
For suit, said suit being numbered 352-286608-16 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND a copy of which accompanies this citation.

JEFFREY L RAIZNER

Attorney for JEAN PIERRE Phone No. (713)554-9099

Address 2402 DUNLAVY ST HOUSTON, TX 77006

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 22nd day of July, 2016.

By  Deputy
LISA LETBETTER

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN

Received this Citation on the _____ day of _____, _____ at _____ o'clock ____M; and executed at _____ within the county of _____, State of _____ at _____ o'clock ____M on the _____ day of _____, _____ by delivering to the within named (Def.): _____ defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND, having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this _____ day of _____, _____ to certify which witness my hand and seal of office

(Seal)

County of _____, State of _____

CITATION

Cause No. 352-286608-16

JEAN PIERRE

VS.

ZURICH AMERICAN INSURANCE
COMPANY, ET AL

ISSUED

This 22nd day of July, 2016

Thomas A. Wilder
Tarrant County District Clerk
100 N CALHOUN
FORT WORTH TX 76196-0402

By LISA LETBETTER Deputy

JEFFREY L RAIZNER
Attorney for: JEAN PIERRE
Phone No. (713)554-9099
ADDRESS: 2402 DUNLAVY ST

HOUSTON, TX 77006

CIVIL LAW



35228660816000005

SERVICE FEES NOT COLLECTED

BY TARRANT COUNTY DISTRICT CLERK

ORIGINAL

**DECLARATION OF NOT FOUND
(DUE AND DILIGENT SEARCH)**

352nd District Court of TARRANT County

FILED
TARRANT COUNTY
8/29/2016 12:33:28 PM
THOMAS A. WILDER
DISTRICT CLERK

CASE #: 352-286608-16

JEAN PIERRE D/B/A CAMPO VERDE SQUARE

VS.

BERNARD NGUYEN DANG

I, PCP Austin Corporate 401, on the following dates, was over the age of 18 years and was not a party to this action.

I received a CITATION; PLAINTIFF'S ORIGINAL PETITION AND JURY DEMAND; EXHIBITS on August 8, 2016. at 3:16 pm in Cause No. 352-286608-16.

After due and diligent effort as set forth below I have been unable to effect personal service upon **Dang, Bernard Nguyen**.

DATE	TIME	ADDRESS /	REASON FOR NON-SERVICE	PCP Ref# A16800957
08/23/2016	2:05 PM	3708 FALL WHEAT DR PLANO TX 75075	SERVICE CANCELED BY CLIENT	

I, declare under penalty of perjury that the foregoing is true and correct.

/s/ PCP Austin Corporate 401 /s/

Service Fee \$ _____

Client : Raizner, Jeffrey L.
Reference#: 18265

RO Inv#: D16800090

LIC# SCH-00000 Expiration Date: 01/01/19
FILE COPY

E-FILE DUE DIL

@



+

**DECLARATION OF NOT FOUND
(DUE AND DILIGENT SEARCH)**

352nd District Court of TARRANT County

CASE #: 352-286608-16

JEAN PIERRE D/B/A CAMPO VERDE SQUARE

VS.

BERNARD NGUYEN DANG

I, Gary Scallorn 1341, on the following dates, was over the age of 18 years and was not a party to this action.

I received a CITATION; PLAINTIFF'S ORIGINAL PETITION AND JURY DEMAND; EXHIBITS on August 8, 2016. at 3:16 pm in Cause No. 352-286608-16.

After due and diligent effort as set forth below I have been unable to effect personal service upon **Dang, Bernard Nguyen**.

DATE	TIME	ADDRESS / REASON FOR NON-SERVICE	PCP Ref# D16800090
08/15/2016	12:17 pm	3708 Fall Wheat Dr PLANO TX 75075 NO RESPONSE AT DOOR, NO VEHICLES; LEFT DELIVERY NOTICE NO NEIGHBORS AROUND TO VERIFY ADDRESS.	
08/16/2016	19:08 pm	3708 Fall Wheat Dr PLANO TX 75075 NO RESPONSE AT DOOR, NO VEHICLES; LEFT DELIVERY NOTICE COLLIN APPRAISAL DISTRICT. SHOWS THE SUBJECT AS THE PROPERTY OWNER. PERSONS IN RESIDENCE NO ANSWERING DOOR.	
08/17/2016	12:19 pm	3708 Fall Wheat Dr PLANO TX 75075 NO RESPONSE AT DOOR, NO VEHICLES; LEFT DELIVERY NOTICE	
08/18/2016	12:01 pm	3708 Fall Wheat Dr PLANO TX 75075 THE SUBJECT DOES RESIDE AT THIS ADDRESS BUT IS NOT HOME AT THIS TIME. LEFT DELIVERY NOTICE WITH UNIDENTIFIED FEMALE WHO ONLY SPOKE THROUGH INTERCOM. SUBJECT KEEPS A RANDOM SCHEDULE.	
08/19/2016	7:55 AM	3708 FALL WHEAT DR PLANO TX 75075 NO RESPONSE AT DOOR, LEFT A DELIVERY NOTICE. NO VEHICLES WERE PRESENT.	
08/20/2016	11:16 am	3708 Fall Wheat Dr PLANO TX 75075 NO RESPONSE AT DOOR, NO VEHICLES; LEFT DELIVERY NOTICE	

I, declare under penalty of perjury that the foregoing is true and correct.

Executed On: 8/29/2016

Gary Scallorn 1341

Service Fee \$ _____

LIC# SCH-8775 Expiration Date: 06/30/17
FILE COPY

Client : PCP Austin (Corporate)
Reference#: 18265

SO Inv#: A16800957

E-FILE DUE DIL



AX03A16800957-1341

ORIGINAL

THE STATE OF TEXAS
DISTRICT COURT, TARRANT COUNTY

ORIGINAL

CITATION

Cause No. 352-286608-16

JEAN PIERRE

VS.

ZURICH AMERICAN INSURANCE COMPANY, ET AL

TO: BERNARD NGUYEN DANG

3708 FALL WHEAT DR PLANO, TX 75075-1550

You said DEFENDANTS are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 352nd District Court, 100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

JEAN PIERRE, D/B/A CAMPO VERDE SQUARE

Filed in said Court on July 21st, 2016 Against
ZURICH AMERICAN INSURANCE COMPANY, BERNARD NGUYEN DANG

For suit, said suit being numbered 352-286608-16 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND a copy of which accompanies this citation.

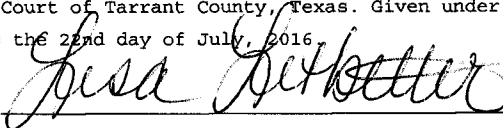
JEFFREY L RAIZNER

Attorney for JEAN PIERRE Phone No. (713)554-9099

Address 2402 DUNLAVY ST HOUSTON, TX 77006

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 22nd day of July, 2016.

By



Deputy

LISA LETBETTER

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN

Received this Citation on the _____ day of _____, _____ at _____ o'clock _____ M; and executed at _____ within the county of _____, State of _____ at _____ o'clock _____ M on the _____ day of _____, _____ by delivering to the within named (Def.): _____ defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND, having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this _____ day of _____, _____

to certify which witness my hand and seal of office

(Seal)

County of _____, State of _____

CITATION

Cause No. 352-286608-16

JEAN PIERRE

VS.

ZURICH AMERICAN INSURANCE
COMPANY, ET AL

ISSUED

This 22nd day of July, 2016

Thomas A. Wilder
Tarrant County District Clerk
100 N CALHOUN
FORT WORTH TX 76196-0402

By LISA LETBETTER Deputy

JEFFREY L RAIZNER
Attorney for: JEAN PIERRE
Phone No. (713)554-9099
ADDRESS: 2402 DUNLAVY ST

HOUSTON, TX 77006

CIVIL LAW



35228660816000006

SERVICE FEES NOT COLLECTED
BY TARRANT COUNTY DISTRICT CLERK
ORIGINAL

FILED
TARRANT COUNTY
8/29/2016 10:12:33 AM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 352-286608-16

JEAN PIERRE d/b/a CAMPO VERDE SQUARE	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	TARRANT COUNTY, TEXAS
	§	
ZURICH AMERICAN INSURANCE	§	
COMPANY and BERNARD NGUYEN	§	
DANG	§	
Defendants.	§	352d JUDICIAL DISTRICT

DEFENDANTS' ORIGINAL ANSWER AND GENERAL DENIAL

TO THE HONORABLE JUDGE OF SAID COURT:

Defendants Zurich American Insurance Company and Bernard Nguyen Dang file this Original Answer and General Denial to Plaintiff's Original Petition and would respectfully show as follows:

I. GENERAL DENIAL

Defendants assert a general denial as authorized by Rule 92 of the Texas Rules of Civil Procedure and respectfully request that Plaintiff be required to prove the charges and allegations made against them by a preponderance of the evidence as is required by the Constitution and laws of the State of Texas.

II. PRAYER

Defendants request that Plaintiff take nothing by its claims and that Defendants be granted any and all other relief to which they may show themselves justly entitled.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: /s/ George H. Arnold

George H. Arnold

Texas State Bar No. 00783559

Email: garnold@thompsoncoe.com

Christopher H. Avery

Texas State Bar No. 24069321

E-Mail: cavery@thompsoncoe.com

One Riverway, Suite 1400

Houston, Texas 77056-1988

Telephone: (713) 403-8210

Facsimile: (713) 403-8299

Of Counsel:

Travis M. Brown

State Bar No. 24061890

THOMPSON, COE, COUSINS & IRONS, L.L.P.

700 N. Pearl Street, 25th Floor

Dallas, Texas 75201

Telephone: (214) 871-8200

Facsimile: (214) 871-8209

Email: tbrown@thompsoncoe.com

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on all counsel of record, pursuant to the Texas Rules of Civil Procedure, on this the 29th day of August, 2016.

Jeffrey L. Raizner

Andrew P. Slania

Amy B. Hargis

Raizner Slania, LLP

2402 Dunlavy Street

Houston, Texas 77006

/s/ George H. Arnold

George H. Arnold